
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

1970 W. FAYETTE, LLC PROJECT

TRANSCRIPT OF PROCEEDINGS

CLOSING DATE: DECEMBER 2, 2021

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

1970 W. FAYETTE, LLC PROJECT

INDEX OF CLOSING DOCUMENTS

Tab No.	Basic Documents
1.	Application for Financial Assistance
2.	Project Agreement
3.	Company Lease Agreement
4.	Memorandum of Company Lease Agreement with TP-584
5.	Bill of Sale
6.	Agency Lease Agreement
7.	Memorandum of Agency Lease Agreement with Form TP-584
8.	Company Certification re: Local Labor Policy
9.	Certificates of casualty, liability, workers' compensation and other required insurance
10.	Environmental Compliance and Indemnification Agreement
11.	Closing Receipt
12.	Sales Tax Exemption Letter
13.	Form ST-60 indicating appointment of the Company to act as the agent of the Agency
14.	Confirmation of the project by the chief executive officer of the City of Syracuse, New York pursuant to Section 862(2)(c) of the Act (Retail Letter)
15.	PILOT Affirmation Letter
16.	PILOT Agreement
17.	412-a
18.	Building Loan Bifurcated Mortgage and Security Agreement

19. Assignment of Leases and Rents
20. UCC-1 Financing Statement(s)
21. Survey

Items To Be Delivered By The Agency

22. General Certificate of the Agency 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" – Amended PILOT Resolution

23. Mortgage Recording Tax Affidavit

Items To Be Delivered By The Company

24. General Certificate of the Company 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

Opinions of Counsel

25. Opinion of Bousquet Holstein PLLC, counsel to the Agency, addressed to the Company and the Agency
26. Opinion of Bond Schoeneck & King, PLLC, counsel to the Company, addressed to the Agency and the Company
27. Approving Resolution
28. Closing Memorandum



CITY OF SYRACUSE SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY PROJECT APPLICATION 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)473-3275.
2. If an estimate is given as the answer to a question, put "(est.)" after the figure or answer, which is estimated.
3. If more space is needed to answer any specific question, attach a separate sheet.
4. 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 Judith DeLaney, Economic Development Specialist at jdolaney@syr.gov.

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

5. 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>
6. 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.
7. The Applicant will be required to pay the Agency application fee and legal fee deposit upon submission. If accepted as a project of the agency, the Applicant is responsible for all administrative and legal fees as stated in Appendix D.
8. A complete application consists of the following 8 items:
 - This Application
 - Conflict of Interest Statement - Appendix A
 - Environmental Assessment Form
 - Verification - Appendix B
 - A Project description, including a feasibility statement indicating the need for the requested benefits
 - Provide site plans, sketches, and/or maps as necessary
 - 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.

Return to:
City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, NY 13202
Phone: 315-473-3275
jdolaney@syr.gov

**City of Syracuse Syracuse Industrial Development Agency
Application**

I. APPLICANT DATA

A. Contact Information

Company Name:	1970 W Fayette, LLC			("Applicant")
Mailing Address:	208 North Manlius Street			
City:	Fayetteville	State:	NY	Zip: 13066
Phone:	3158775113	Fax:		
Contact Person:	Scott Dumas			
Email Address:	scottdumas107@gmail.com			
Industry Sector:	Mixed used building, Food co-op with warehouse and distribution, office			
NAICS Code:	445110/531110	Federal Employer Identification Number:	86-1448774	

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
Knowing Tree, LLC	50%	118 East Genesee St.	3152944569	edd56@cornell.edu
SBD Ventures, LLC	50%	208 North Manlius Street	3158775113	scottdumas107@gmail.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:

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

E. Applicant's Counsel:

Name:	Kevin M. Pole		
Firm:	Bond Schoeneck & King, PLLC		
Mailing Address:	110 W. Fayette Street		
City:	Syracuse	State:	NY Zip: 13202
Phone:	3152188146	Fax:	
Email Address:	kpole@bsk.com		

F. Applicant's Accountant:

Name:	Bob Shiroki		
Firm:	Shiroki Associates		
Mailing Address:	7000 E. Genesee Street		
City:	Fayetteville	State:	NY Zip: 13066
Phone:	3152998662	Fax:	
Email Address:	bob@shirokicpa.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

KnowingTree, LLC in 2018 received a \$150K from SEDCO for the opening of Eden in Hanover Square. Repayment still in process.

II. PROJECT INFORMATION

A. Project Location

Address:	1970 West Fayette Street	Legal Address (if different)	
City:	Syracuse		
Zip Code:	13204		
Tax Map Parcel ID(s):	112.-25-04.0, 112.-25-01.0, 112.-25-02.0, 122.-25-03.0, 111.-10-04.2		
Current Assessment:	280,000	Square Footage /Acerage of Existing Site:	+/- 1.35
Square Footage of Existing Building, if any:	36,000 SF	Census Tract: (Please See Appendix E for Census Tracts)	20

B. Type (Check all that apply):

- New Construction
 Commercial
 Expansion/Addition to Current Facility
 Brownfield/Remediated Brownfield
 Manufacturing
 Residential/Mixed Use
 Warehouse/Distribution
 Other

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 activities 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.

See attached

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?

The Closing scheduled in conjunction with SIDA

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

Water	<input type="text" value="Onsite"/>	Electric	<input type="text" value="Onsite"/>
Sanitary/Storm Sewer	<input type="text" value="Onsite"/>	Private Roads	<input type="text"/>
Gas	<input type="text" value="Onsite"/>	Telecommunication	<input type="text" value="Needs to be Renovated/Expal"/>

F. Zoning Classification: Please list the current zoning:

Current Zoning

022

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?

TBD

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

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

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

07/01/2022

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	315,000
Site Work/Demo	693,600
Building Construction & Renovation	4,198,380
Furniture & Fixtures	
Equipment	
Equipment Subject to NYS Production Sales Tax Exemption (Manufacturing)	
Engineering/Architects Fees	
Financial Charges	
Legal Fees	
Other	914,319
Management /Developer Fee	
Total Project Cost	6,121,299

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:	0
Amount of capital Applicant intends to invest in the Project through completion:	6,021,299
Total amount of public sector source funds allocated to the Project:	100,000
Identify each public sector source of funding:	National Grid Main Street grant
Percentage of the Project to be financed from private sector sources:	4,500,000
Total Project Cost	6,121,299

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:

Tompkins Trust/ \$4,500,000

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?

3,668,985

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:

Standard

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:

<input checked="" type="checkbox"/>	Real Property Tax Abatement (PILOT)	standard PILOT
<input checked="" type="checkbox"/>	Mortgage Recording Tax Exemption (.75% of amount mortgaged)	\$33,750
<input checked="" type="checkbox"/>	Sales and Use Tax Exemption (\$4% Local, 4% State)	\$293,518.80
<input type="checkbox"/>	Tax Exempt Bond Financing (Amount Requested)	
<input type="checkbox"/>	Taxable Bond Financing (Amount Requested)	

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

TBD

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

TBD

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:

B. Complete the following:

Estimate the number of full time equivalent (FTE) jobs to be retained as a result of this Project:	0
Estimate the number of construction jobs to be created by this Project:	35
Estimate the average length of construction jobs to be created (months):	12
Current annual payroll at facility:	0
Average annual growth rate of wages:	N/A
Please list, if any, benefits that will be available to either full and/or part time employees:	TBD
Average annual benefit paid by the company (\$ or % salary) per FTE job:	TBD
Average growth rate of benefit cost:	TBD
Amount or percent of wage employees pay for benefits:	TBD
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:	100%

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
Maintenance/Skilled	0	30,000	1				1	1
Food co-op/un-skilled	0	30,000	5	5			10	10
Tenant created/Professional	0	unknown	14				14	14

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).

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:

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

Yes No

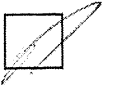
If yes, please attach to this application.

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.

Initial



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.

Initial



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.

Initial



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.

Initial



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.

Initial



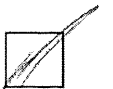
F. Local Labor Policy: The applicant understands and agrees that local labor and contractors will be used for the construction, renovation, reconstruction, equipping of the Project unless a written waiver is received from the Agency. Failure to comply may result in the revocation or recapture of benefits 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.

Initial



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

Initial



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.

Initial



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.

Initial



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.

Initial



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



L. 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, including but not limited to Sections 859-a and 862(1).


Initial




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

Initial 

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 

O. Reliance: THE APPLICANT ACKNOWLEDGES THAT ALL ESTIMATES OF PROJECTED FINANCIAL IMPACTS, 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 BE MADE IN WRITING AND MAY IMPACT THE GRANT OF FINANCIAL ASSISTANCE TO THE PROJECT.

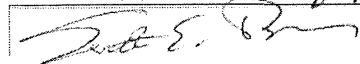
Initial 

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

1970 W Fayette, LLC

Signature of Officer or Authorized Representative



Name & Title of Officer or Authorized Representative

Managing Partner

Date

05/14/2021

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

1970 W Fayette, LLC

Signature of CEO or a person authorized to bind the company/applicant



Name & Title of Officer or Authorized Representative

Managing Partner

Date

05/14/2021

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT 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:

Scott E. Dumas

Authorized Representative:

Scott E. Dumas - 1970 W Fayette, LLC

Title:

Managing Partner

Date:

05/14/2021

City of Syracuse Industrial Development Agency

APPENDIX B

Agency Fee Schedule

(Revised 1/15/19)

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 no additional Financial Assistance is sought (other than 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	\$250.00
(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
<u>*including but not limited to refinancing of original mortgage</u>	
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 non-refundable. 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 the 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.

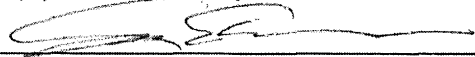
APPENDIX B

Verification

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

Scott Dumas, deposes and says that s/he is the
(Name of Individual)
Member of 1970 W Fayette, LLC
(Title) (Applicant Name)

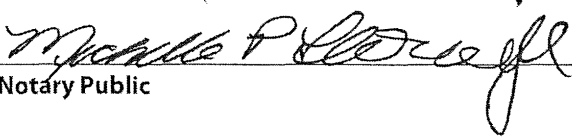
that s/he is the CEO or a person authorized to bind the company/applicant, and has personally completed and read the foregoing Application and knows the contents thereof and that the same is true, accurate, and complete to the best of her/his knowledge, as subscribed and affirmed under the penalties 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
14 day of May, 2021



Notary Public

MICHELLE P FLORCZYK
Lic. #01FL6235285
Notary Public - State of New York
Qualified in Onondaga County
COMM. EXP. 2/7/2023

Highly Distressed Census Tracts

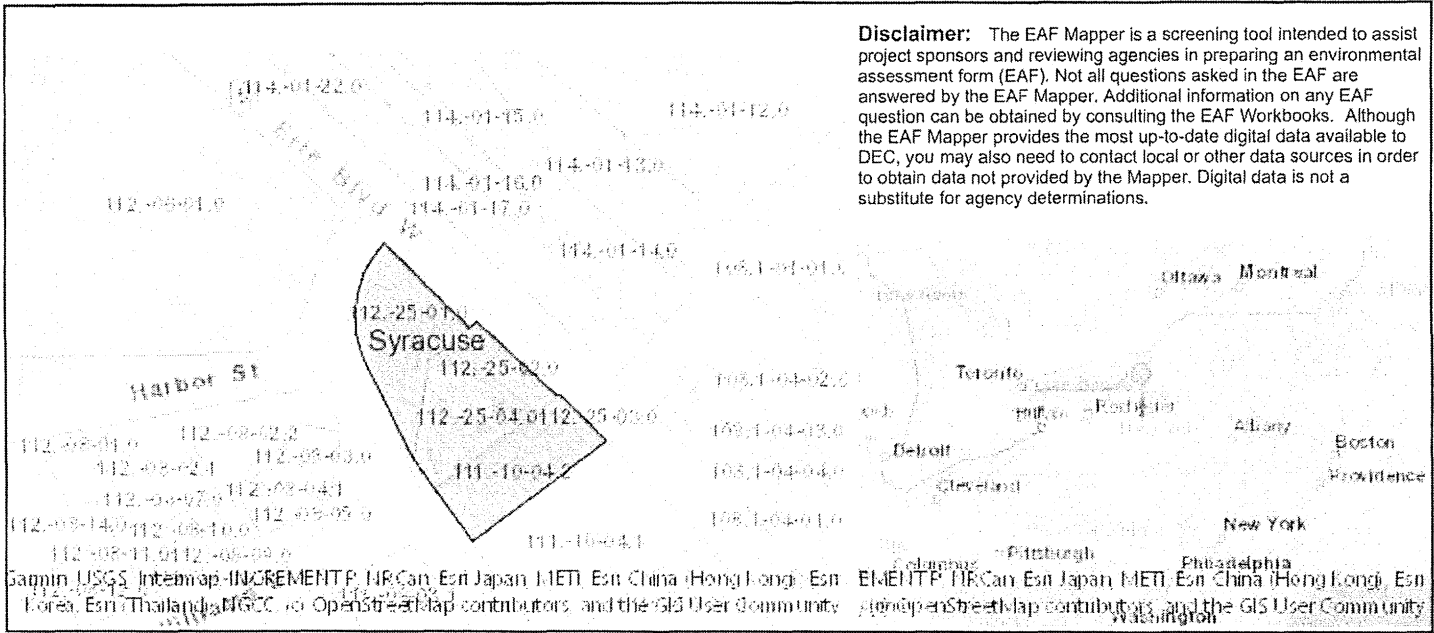


Legend

- Highly Distressed Census Tracts (2016)
- 2010 Census Tracts
- Parks & Cemeteries
- NRSA Boundaries

Map created 7/12/2016.
This map is for planning purposes only.
The City of Syracuse cannot guarantee its accuracy.





Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Lake Sturgeon, Bald Eagle
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (the “*Project Agreement*”), is made as of November 1, 2021, by and between the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at 201 East Washington Street, 6th Floor, Syracuse, New York 13202 (the “*Agency*”) and **1970 W. FAYETTE, 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 208 North Manlius Street, Fayetteville, New York 13066 (the “*Company*”).

WITNESSETH:

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 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 Company submitted an application (the “*Application*”) to the Agency requesting the Agency’s assistance with respect to a certain project (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0), 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.-25-01.0) and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be re-subdivided into one parcel (collectively, the “*Land*”); , (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land (“*Building I*”) for commercial use consisting of: (a) approximately 6,222 sq. ft. to be occupied by a food co-op/grocery with warehousing and distribution,

approximately 3,000 sq .ft. of restaurant space, approximately 600 sq. ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq. ft. of office space, approximately 4,000 sq. ft. for a dental office and brain center and approximately 720 sq. ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq. ft. building located on the Land ("**Building 2**" and together with Building 1, the "**Buildings**") to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the "**Facility**"); (v) 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 resolutions of its members adopted on June 15, 2021 (collectively, the "**Resolutions**"), the Agency authorized certain financial assistance for the benefit of the Project consisting of: (a) an exemption from New York State and local sales and use taxes for purchases and rentals related to the Project with respect to qualifying personal property included in or incorporated into the Project Facility or used in the acquisition, reconstruction, renovation or equipping of the Project Facility in an amount not to exceed **\$293,518.80**; (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 Project (collectively referred to as the "**Financial Assistance**"); and

WHEREAS, 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 **\$3,668,985**; and therefore, the value of the State and local sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **\$293,518.80**; (ii) the mortgage recording tax exemption amount shall be approximately **\$33,750** (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 benefit period of the anticipated payment in lieu of taxes agreement are estimated to be approximately **\$458,757.96**; and

WHEREAS, the Company proposes to lease the Land and Facility to the Agency, and the Agency desires to lease the Land and Facility from the Company pursuant to the terms of a

certain Company Lease Agreement dated as of November 1, 2021 (the “*Company Lease*”), by and between the Company and the Agency; and

WHEREAS, the Agency proposes to acquire an interest in the Equipment pursuant to a bill of sale dated as of November 1, 2021 from the Company (the “*Bill of Sale*”); and

WHEREAS, contemporaneously with the execution of this Project Agreement, the Company shall execute and deliver an environmental compliance and indemnification agreement dated as of November 1, 2021 in favor of the Agency (the “*Environmental Compliance and Indemnification Agreement*”); and

WHEREAS, the Agency proposes 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 Agreement dated as of November 1, 2021 (the “*Agency Lease*”); and

WHEREAS, in order to define the obligations of the Company regarding payments in lieu of taxes for the Project Facility, the Agency and the Company will enter into a Payment in Lieu of Tax Agreement, dated as of November 1, 2021 (the “*PILOT Agreement*”), 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 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, the Agency requires, 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. No 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 by referenced 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 Financial Assistance with respect to the 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 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. In addition, 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

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, installation and completion of the Project Facility. The right of the Company to act as agent of the Agency shall expire on December 15, 2022, unless extended by a resolution adopted by the members of the Agency, 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 3.03(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 construction and/or incorporation and installation in certain premises located at 1970 West Fayette

Street, 1499 Erie Boulevard West, 1501 Erie Boulevard West, 1515 Erie Boulevard West and 1950 West Fayette Street, 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 November 1, 2021 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 in this paragraph.”

Section 3.02. Appointment of Sub-Agents. 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 3.03(c) below; and (3) receipt of any required insurance as set forth in the Sub-Agent Agreement.

Section 3.03. Representations and Covenants of the Company.

(a) The Company hereby incorporates and restates its representations, covenants and warranties made in the Agency Lease.

(b) The Company further covenants and agrees that the purchase of goods and services relating to the Project and subject to State and local sales and use taxes are estimated in the amount up to **\$4,198,380**, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency cannot exceed **\$293,518.80**.

(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 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) 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.

(e) The Company further acknowledges and agrees that all purchases made in furtherance of the 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 to the Sub-Agent Agreement), 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 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 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 Project on each bill and invoice: 1970 W. FAYETTE, LLC PROJECT, 1970 WEST FAYETTE STREET, 1499 ERIE BOULEVARD WEST, 1501 ERIE BOULEVARD WEST, 1515 ERIE BOULEVARD WEST AND 1950 WEST FAYETTE STREET, IDA PROJECT NO. 31022104.

(f) 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.

Section 3.04. 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, constructing, 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 3.04, the Company agrees to provide for and insure, in the liability policies required by Section 3.05 of this Project Agreement, its liabilities assumed pursuant to this Section 3.04.

(d) Notwithstanding any other provisions of this Project Agreement, the obligations of the Company pursuant to this Section 3.04 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 3.05. 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 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 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) below, and report on same as provided for herein, beginning in the first year following the Completion Date of the Project and continuing for the Term (as defined herein) hereof. 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 the Completion Date of the Project the new jobs set forth in and in accordance with the Company's Application. 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 Project at the Project's Completion Date shall equal or exceed **\$6,121,299**, being the total project cost as stated in the Company's Application for Financial Assistance (the "**Investment Commitment**").

(b) There were no 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 twenty-five (25) 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 create the New FTEs set forth in 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 hereof (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, by zip code, 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 B** 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 and/or its policies and to request such information more frequently than annually.

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**”):

- 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**”).

The Agency shall evaluate, annually as of December 31, or at any time information is brought to the Agency’s attention, whether 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, 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 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.

**ARTICLE VI
DEFAULTS AND REMEDIES**

Section 6.01. 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 Project Agreement or any other Company Document.

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:

- (a) Cease performing under this Project Agreement;
- (b) Terminate any of the other Company Documents; and/or
- (c) 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.

**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 3.04 hereof shall survive the termination of the Agency's interest in the Project Facility 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 to repay, defend and/or provide the indemnity required by Section 3.04 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. 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 under Article V shall survive the termination of the Agency's interest in the Project Facility.

Section 6.02. 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
201 East Washington Street, 6th Floor
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: 1970 W. Fayette, LLC
208 North Manlius Street
Fayetteville, New York 13066

With a copy to: Bond Schoeneck & King, PLLC
110 W. Fayette Street
Syracuse, New York 13202
Attn: Kevin M. Pole, 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: 
Judith DeLaney, Executive Director

1970 W. FAYETTE, LLC

By: _____
Scott Dumas, Member of the Board of Managers

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

SCOTT DUMAS, being first duly sworn, deposes and says:

1. That I am a Member of the Board of Managers of 1970 W. Fayette, 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 November, 2021.

(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: _____
Judith DeLaney, Executive Director

1970 W. FAYETTE, LLC

By:  _____
Scott Dumas, Member of the Board of Managers


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

SCOTT DUMAS, being first duly sworn, deposes and says:

1. That I am a Member of the Board of Managers of 1970 W. Fayette, 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 29th day of November, 2021.



(Notary Public)

KEVIN M. POLE
Notary Public, State of New York
Qualified in Onondaga Co. No. 02P06076749
My Commission Expires July 1, 2022

EXHIBIT A

Executed Copy of PILOT Agreement

SEE TAB 16

EXHIBIT B

FORM OF ANNUAL REPORTING QUESTIONNAIRE

SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
201 East Washington Street, 6th 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)	SDVOBE (Yes/No)	Number of jobs (FTE)

***Must include county**

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 zip codes for the hires (based upon hire's residence); and, if more than one (1) FTE hired during the reporting period, identify the number of FTEs hired from each zip code.

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); and, if more than one (1) FTE hired during the reporting period, identify the number of FTEs hired from each zip code.

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

1970 W. FAYETTE, LLC

AND

**CITY OF SYRACUSE
INDUSTRIAL DEVELOPMENT AGENCY**

COMPANY LEASE AGREEMENT

DATED AS OF NOVEMBER 1, 2021

COMPANY LEASE AGREEMENT

THIS COMPANY LEASE AGREEMENT (the “*Company Lease*”), is made and entered into as of November 1, 2021, by and between **1970 W. FAYETTE, LLC** (the “*Company*”), a limited liability company organized under the laws of the State of New York with an office at 208 North Manlius Street, Fayetteville, New York 13066 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 201 East Washington Street, 6th Floor, Syracuse, New York 13202.

WITNESSETH:

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 “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0), 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.-25-01.0) and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be re-subdivided into one parcel (collectively, the “*Land*”); , (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land (“*Building I*”) for commercial use consisting of: (a) approximately 6,222 sq. ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq. ft. of restaurant space, approximately 600 sq. ft. for a hair salon and approximately 4,778 of additional

commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq. ft. of office space, approximately 4,000 sq. ft. for a dental office and brain center and approximately 720 sq. ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq. ft. building located on the Land ("**Building 2**" and together with Building 1, the "**Buildings**") to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the "**Facility**"); (v) 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.

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

WHEREAS, the Agency proposes to assist the Company's acquisition, construction and equipping of the Project Facility, and grant the Financial Assistance to the Project by, among other things: (1) appointing the Company, or its designee, as its agent with respect to undertaking and completing the Project Facility; (2) accepting a leasehold interest in the Land and Facility from the Company pursuant to this Company Lease and acquiring an interest in the 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 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 Agency Lease Agreement dated as of November 1, 2021 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 shall commence as of November 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 the State 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 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) 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 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.

(e) 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).

(f) 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.

(g) 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.

(h) 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.

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
201 East Washington Street, 6th Floor
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) To the Company: 1970 W. Fayette, LLC
208 North Manlius Street
Fayetteville, New York 13066

With a copy to: Bond Schoeneck & King, PLLC
110 W. Fayette Street
Syracuse, New York 13202
Attn: Kevin M. Pole, 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 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 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 or the Project Agreement.

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.

IN WITNESS WHEREOF, the Company and the Agency have duly executed this Company Lease, as of the day and year first above written.

1970 W. FAYETTE, LLC

By: 
Scott Dumas, Member of the Board of Managers

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

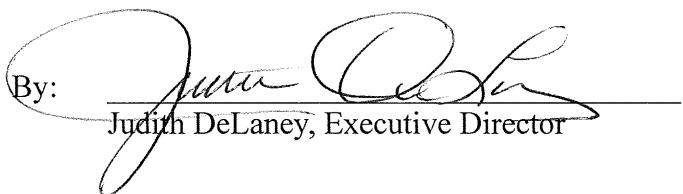
By: _____
Judith DeLaney, Executive Director

IN WITNESS WHEREOF, the Company and the Agency have duly executed this Company Lease, as of the day and year first above written.

1970 W. FAYETTE, LLC

By: _____
Scott Dumas, Member of the Board of Managers

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By:  _____
Judith DeLaney, Executive Director

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

On the 29th day of November, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **SCOTT DUMAS**, 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)

KEVIN M. POLE
Notary Public, State of New York
Qualified in Onondaga Co. No. 02P06076749
My Commission Expires July 1, 2022

On this _____ day of November, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **JUDITH DELANEY**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public


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

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Notary Public

STATE OF NEW YORK)
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COUNTY OF ONONDAGA)

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Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 20 22

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

1970 W. Fayette, LLC

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga, State of New York, being part of Lot 1 Block 27 in the former Village of Geddes and a piece of abandoned canal land conveyed to R. Nelson Gere, all of said land bounded and described as follows: Commencing at a point at the intersection of Bridge and Furnace Streets, running thence southerly along the easterly line of Furnace Street 46-07/100 ft.; thence northeasterly and at right angles to Furnace Street to the enlarged Erie Canal; thence westerly along the south line of the Erie Canal to Bridge St.; thence southerly along the easterly line of Bridge St. to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF ERIE CANAL LANDS, situate in the City of Syracuse, County of Onondaga and State of New York, and being more particularly described as follows: Beginning at a point in the southerly Blue Line of the former Erie Canal, said point being S. 50° 07' 46" E. measured along said Blue Line a distance of 100.92 feet from its intersection with the westerly line of Harbor Street. Said last mentioned point being also N. 37° 43' 10" E. measured along said westerly street line of Harbor Street a distance of 49.71 feet from a point of deflection in said westerly street line; thence N. 52° 06' 22" E. a distance of 17.53 feet to a point; thence S. 51° 36' 15" E. a distance of 48.57 feet to a point; thence S. 76° 39' 33" E. a distance of 14.53 feet to a point; thence S. 52° 02' 25" E. a distance of 82.78 feet to a point; thence S. 53° 26' 12" W. a distance of 28.42 feet to a point in the said southerly Blue Line of said Former Erie Canal; then N. 50° 07' 45" W. along said southerly Blue Line a distance of 141.42 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being a portion of St. Marks Avenue in Said City and being more particularly bounded and described as follows: BEGINNING at the intersection of the present northeasterly line of West Fayette Street with the present easterly line of St. Marks Avenue, which is also a corner of the premises now or formerly owned by Claire U. Haverly, recorded in Book 1037 of Deeds at page 534 & c; thence N. 27°-18'-17" W., 133.99 feet to a point; thence northerly, along a curve to the right, said curve having a radius of 141.0 feet a distance of 169.03 feet to a point of tangency; thence N. 40°-58'-32" E., a distance of 5.0 feet to its intersection with the present southwesterly line of Erie Boulevard West; thence S. 46°-27'-00" E., along said southwesterly line of Erie Boulevard West, a distance of 157.18 feet to its intersection with said easterly line of St. Marks Avenue, which point is also a northeasterly corner of property now or formerly owned by Claire U. Haverly; thence S. 52°-06'-22" W., along said easterly line of St. Marks Avenue, a distance of 67.85 feet to an angle point in said line; thence S. 9°-18'-10" W., along said easterly line of St. Marks Avenue, a distance of 132.0 feet, said last two courses are also the northerly and westerly lines of the property now or formerly owned by Claire U. Haverly to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND located in the City of Syracuse, County of Onondaga and State of New York, described as follows: Beginning at a point in the southerly line of Erie Boulevard West, said point being 118.06 feet easterly measured along the southerly line of Erie Boulevard West from the point of intersection of the southerly line of Erie Boulevard West and the westerly line of Harbor Street; Thence southerly 52° 06' 22" west 50.32 feet to a point, said point being the northwesterly corner of lands conveyed to Syracuse Trust Company by City of Syracuse dated June 19, 1942 and recorded in Onondaga County Clerk's Office on or about September 30, 1942; Thence south 51° 36' 15" east 48.57 feet; Thence south 76° 39' 33" east 14.53 feet; Thence south 52° 02' 25" east 82.72 feet along the northerly line of lands conveyed to Syracuse Trust Company; Thence north 53° 26' 12" east 33.42 feet to the southerly line of Erie Boulevard West; Thence north 47° 37' 34" west along the south line of Erie Boulevard West 141.68 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being part of Block 27 of the former Village of Geddes, bounded and described as follows: Beginning at a point in the southerly line of lands of the party of the second part, 186.07 feet from the intersection of the easterly line of West Fayette Street with the southerly line of St. Marks Avenue, as measured on the following courses and distances: S. 36° 38' 30" E. along the easterly line of West Fayette Street, 46.7 feet, and N. 53° 21' 30" E. along the southerly line of the lands of the party of the second part, 140 feet; running thence S. 36° 38' 30" E. a distance of 24.0 feet, thence N. 53° 21' 30" E. a distance of 69.16 feet to the westerly line of Erie Boulevard West, thence N. 47° 37' 34" W. along the westerly line of Erie Boulevard West, a distance of 24.45 feet to the southerly line of lands of party of the second part, thence S. 53° 21' 30" W. a distance of 64.5 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York and being Lot No. 27356 according to a Resubdivision Final Plan Map of Lot 27354 into new Lots 27355 & 27356 prepared by Cottrell Land Surveyors, P.C. dated February 9, 2011, last revised April 25, 2011 and filed in the Onondaga County Clerk's Office on June 15, 2011 as Map No. 11381.

Said premises being more modernly described as follows:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being Lots 1 & 27356 and part of Lot 2 of City Block No. 27 in said City, and being more particularly bounded and described as follows:

Beginning at a point in the easterly line of West Fayette Street, at its intersection with the reputed southerly line of Erie Boulevard West; thence along the said reputed southerly line of Erie Boulevard West, the following six (6) courses and distances: 1. South 46 deg. 27 min. 00 sec. East a distance of 157.36 feet to a point; thence 2.) North 52 deg. 06 min. 22 sec. East a distance of 4.47 feet to a point; thence 3.) South 47 deg. 37 min. 34 sec. East a distance of 142.05 feet to a point; thence 4.) North 53 deg. 21 min. 30 sec. East a distance of 10.18 feet to a point; thence 5.) South 47 deg. 37 min. 34 sec. East a distance of 66.76 feet to a point; and 6.) South 46 deg. 00 min. 20 sec. East a distance of 19.73 feet to a point on the division line between the lands now of formerly of Strathmore Products, Inc. as described in Book 5179 of Deeds at Page 722 on the north and the lands now or formerly of Vintage 4x4, LLC as described in Deed Instrument 2018-018929 on the south, said line also being the southerly line of Lot 27356 as shown on the Map of Resubdivision of Lot 27354 ~ File Map 5719 prepared by Cottrell Land Surveyors dated 2-9-11 and filed in the Onondaga County Clerk's Office as Map 11381; thence South 53 deg. 21 min. 30 sec. West along said division and Lot line, a distance of 220.95 feet to a point in the said easterly line of West Fayette Street; thence along the said easterly line of West Fayette Street, the following four (4) courses and distances: 1. North 36 deg. 38 min. 30 sec. West a distance of 131.07 feet to a point; thence 2.) North 27 deg. 18 min. 17 sec. West a distance of 133.99 feet to a point; thence 3.) northerly along a curve to the right having a radius of 141.00 feet, length of 169.03 and chord of North 07 deg. 02 min. 18 sec. East, 159.09 feet to a point; and 4.) North 40 deg. 58 min. 32 sec. East a distance of 5.00 feet to the point of beginning.

Lisa Dell, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
STEWART-VAL

Return To :
BOND SCHOENECK & KING
ONE LINCOLN CENTER
110 W FAYETTE ST STE 1800
SYRACUSE, NY 13202

Method Returned : MAIL

First PARTY 1

1970 W FAYETTE LLC

First PARTY 2

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

Index Type : Land Records

Instr Number : 2021-00059221

Book : Page :

Type of Instrument : Memorandum Of Lease

Type of Transaction : Deed Misc

Recording Fee: \$85.50

Recording Pages : 8

The Property affected by this instrument is situated in Syracuse, in the
County of Onondaga, New York

Real Estate Transfer Tax

RETT # : 5319

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$85.50

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) : 12/08/2021

At (Recorded Time) : 10:27:31 AM



Doc ID - 045918900008

Lisa Dell, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

**MEMORANDUM OF
COMPANY LEASE AGREEMENT**

NAME AND ADDRESS OF LESSOR: 1970 W. Fayette, LLC
208 North Manlius Street
Fayetteville, New York 13066

NAME AND ADDRESS OF LESSEE: City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
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 COMPANY LEASE AGREEMENT:

As of November 1, 2021.

TERM OF COMPANY LEASE AGREEMENT:

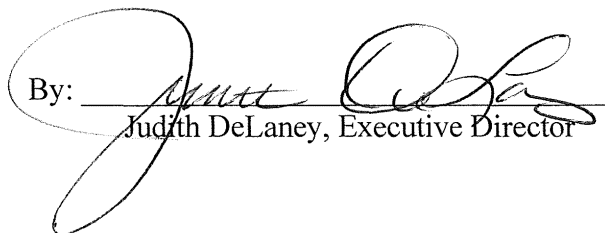
The term of the Company Lease shall commence on the date hereof and continue in full force and effect until **June 30, 2033**, unless earlier terminated as provided in that certain Agency Lease dated of even date herewith between the same parties hereto.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 1st day of November, 2021.

1970 W. FAYETTE, LLC


By: _____
Scott Dumas, Member of the Board of Managers

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By:  _____
Judith DeLaney, Executive Director

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 1st day of November, 2021.

1970 W. FAYETTE, LLC

By: 
Scott Dumas, Member of the Board of Managers

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Judith DeLaney, Executive Director

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

On the 29th day of November 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **SCOTT DUMAS**, 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

KEVIN M. POLE
Notary Public, State of New York
Qualified in Onondaga Co. No. 02P06076749
My Commission Expires July 1, 2022

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

On this ___ day of November 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **JUDITH DELANEY**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

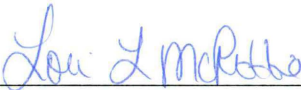
STATE OF NEW YORK)
) SS.:
COUNTY OF ONONDAGA)

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Notary Public

STATE OF NEW YORK)
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Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 2022

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

1970 W. Fayette, LLC

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga, State of New York, being part of Lot 1 Block 27 in the former Village of Geddes and a piece of abandoned canal land conveyed to R. Nelson Gere, all of said land bounded and described as follows: Commencing at a point at the intersection of Bridge and Furnace Streets, running thence southerly along the easterly line of Furnace Street 46-07/100 ft.; thence northeasterly and at right angles to Furnace Street to the enlarged Erie Canal; thence westerly along the south line of the Erie Canal to Bridge St.; thence southerly along the easterly line of Bridge St. to the place of beginning.

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51° 36' 15" east 48.57 feet; Thence south 76° 39' 33" east 14.53 feet; Thence south 52° 02' 25" east 82.72 feet along the northerly line of lands conveyed to Syracuse Trust Company; Thence north 53° 26' 12" east 33.42 feet to the southerly line of Erie Boulevard West; Thence north 47° 37' 34" west along the south line of Erie Boulevard West 141.68 feet to the place of beginning.

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Beginning at a point in the easterly line of West Fayette Street, at its intersection with the reputed southerly line of Erie Boulevard West; thence along the said reputed southerly line of Erie Boulevard West, the following six (6) courses and distances: 1. South 46 deg. 27 min. 00 sec. East a distance of 157.36 feet to a point; thence 2.) North 52 deg. 06 min. 22 sec. East a distance of 4.47 feet to a point; thence 3.) South 47 deg. 37 min. 34 sec. East a distance of 142.05 feet to a point; thence 4.) North 53 deg. 21 min. 30 sec. East a distance of 10.18 feet to a point; thence 5.) South 47 deg. 37 min. 34 sec. East a distance of 66.76 feet to a point; and 6.) South 46 deg. 00 min. 20 sec. East a distance of 19.73 feet to a point on the division line between the lands now of formerly of Strathmore Products, Inc. as described in Book 5179 of Deeds at Page 722 on the north and the lands now or formerly of Vintage 4x4, LLC as described in Deed Instrument 2018-018929 on the south, said line also being the southerly line of Lot 27356 as shown on the Map of Resubdivision of Lot 27354 ~ File Map 5719 prepared by Cottrell Land Surveyors dated 2-9-11 and filed in the Onondaga County Clerk's Office as Map 11381; thence South 53 deg. 21 min. 30 sec. West along said division and Lot line, a distance of 220.95 feet to a point in the said easterly line of West Fayette Street; thence along the said easterly line of West Fayette Street, the following four (4) courses and distances: 1. North 36 deg. 38 min. 30 sec. West a distance of 131.07 feet to a point; thence 2.) North 27 deg. 18 min. 17 sec. West a distance of 133.99 feet to a point; thence 3.) northerly along a curve to the right having a radius of 141.00 feet, length of 169.03 and chord of North 07 deg. 02 min. 18 sec. East, 159.09 feet to a point; and 4.) North 40 deg. 58 min. 32 sec. East a distance of 5.00 feet to the point of beginning.

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 **1970 W. FAYETTE, LLC** (the "*Company*") and now or hereafter attached to, contained in or used or acquired in connection with the Project Facility (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, rugs, 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 and 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.



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, and Social Security number (SSN).

Location and description of property conveyed

Table with columns: Tax map designation - Section, block & lot, SWIS code (six digits), Street address, City, town, or village, County.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (One- to three-family house, Residential cooperative, etc.) and a date of conveyance field.

Condition of conveyance (mark an X in all that apply)

Form with multiple checkboxes (a-s) describing conditions of conveyance such as fee interest, controlling interest, cooperative housing, etc.

Table with columns: For recording officer's use, Amount received, Date received, Transaction number.

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) <input checked="" type="checkbox"/> 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.

1970 W. Fayette, LLC

City of Syracuse Industrial Development Agency



Grantor signature
Scott Dumas, Member of the Board of Managers

Title

Grantee signature
Judith DeLaney

Executive Director
Title

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 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)

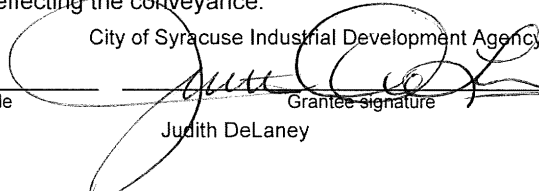
1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a The transfer of real property 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.

1970 W. Fayette, LLC

Grantor signature Scott Dumas, Member of the Board of Managers	Title City of Syracuse Industrial Development Agency  Grantee signature Judith DeLaney	Executive Director Title
Grantor signature	Title	Grantee signature

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

BILL OF SALE TO AGENCY

1970 W. FAYETTE, LLC, a limited liability company organized under the laws of the State of New York with an office to conduct business at 208 North Manlius Street, Fayetteville, New York 13066 (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 201 East Washington Street, 6th Floor, 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 Project Facility, as described in the Agency Lease entered between the Agency and the Company dated as of November 1, 2021 (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 it is the true and lawful owner of the personal property being conveyed hereby, that 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, and that the Company has the right to sell the same as aforesaid; and 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 November, 2021.

1970 W. FAYETTE, LLC

By: 

Scott Dumas, Member of the Board of Managers

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 **1970 W. FAYETTE, LLC** (the "*Company*") and now or hereafter attached to, contained in or used or acquired in connection with the Project Facility (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, rugs, 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 and 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

1970 W. FAYETTE, LLC

AGENCY LEASE AGREEMENT

DATED AS OF NOVEMBER 1, 2021

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SCHEDULE "1"	FORM OF CERTIFICATION REGARDING ONGOING OBLIGATIONS UPON TERMINATION OF LEASES

AGENCY LEASE AGREEMENT

THIS AGENCY LEASE AGREEMENT, dated as of November 1, 2021 (the "**Agency Lease**"), is 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 201 East Washington Street, 6th Floor, Syracuse, New York 13202 (the "**Agency**"), and **1970 W. FAYETTE, LLC** a New York limited liability company having its office at 208 North Manlius Street, Fayetteville, New York 13066 (the "**Company**").

WITNESSETH:

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 "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0), 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.-25-01.0) and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be re-subdivided into one parcel (collectively, the "**Land**"); (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land ("**Building I**") for commercial use consisting of: (a) approximately 6,222 sq. ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq. ft. of restaurant space, approximately 600 sq. ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq. ft. of office space, approximately 4,000 sq. ft. for a dental office and brain center and approximately 720 sq. ft. of additional commercial space all located on the

second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq. ft. building located on the Land ("**Building 2**" and together with Building 1, the "**Buildings**") to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the "**Facility**"); (v) 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 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 the Company and/or its designee as its agent with respect to 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 fee owner of the Land and the Facility and has leased the Land and the Facility to the Agency pursuant to the Company Lease Agreement dated as of November 1, 2021 (the "**Company Lease**"); and

WHEREAS, the Company has conveyed title to the Equipment to the Agency pursuant to the Bill of Sale dated as of November 1, 2021 (the "**Bill of Sale**"); and

WHEREAS, the Agency now proposes 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**

1.0 RECITALS.

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

1.1 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.

1.2 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.

**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) 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 shall complete the Project Facility on or before the Completion Date.

(e) This Project is located in a Highly Distressed Area (as that term is defined in the Act).

(f) 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 Application and Plans and Specifications presented to the Agency.

(g) 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.

(h) 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; and

(3) Will increase the overall number of permanent, private sector jobs in the State and the City and help eliminate blight.

(i) 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).

(j) 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.

(k) 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 SEQRA 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.

(l) 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.

(m) 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.

(n) The Company is ready to proceed with reconstruction and renovation of the Project Facility.

(o) The acquisition, reconstruction, renovation, equipping and completion of the Project Facility will promote employment opportunities and help prevent economic deterioration in the City by the creation and/or preservation of both full and part-time jobs.

(p) The Company has all currently necessary permits, licenses, and governmental approvals and consents (collectively, "**Approvals**") for the reconstruction, renovation and equipping of the Project Facility and has or will have such Approvals timely for each phase of, and throughout the, reconstruction, renovation and equipping of the Project Facility.

(q) The Company will not sublease the whole or any portion of the Project Facility for an unlawful purpose.

(r) No part of the Project Facility will be located outside of the City.

(s) 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 this 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.

(t) 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.

(u) 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.

(v) 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 Application 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.

(w) The amount of State and local sales and use tax benefits comprising the Financial Assistance approved by the Agency shall not exceed **\$293,518.80**. The Company shall not request, obtain nor claim State and local sales and use tax exemptions in excess of this amount.

(x) The Company hereby acknowledges that any exemption from mortgage recording tax authorized by the Agency as part of the Financial Assistance is limited by Section 874 of the Act. The amount of exemption from mortgage recording tax is estimated to be \$33,750.

(y) 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.

(z) 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 are no pending or threatened law suits against the City or County.

**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 WHEREAS clause of this Agency Lease; provided that such use causes the Project Facility to qualify or continue to qualify as a "project" under the Act.

**ARTICLE IV
RECONSTRUCTION, RENOVATION AND EQUIPPING
OF THE PROJECT**

4.1 RECONSTRUCTION, RENOVATION 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. Failure to comply with 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 Agency's Local Access Agreement 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, 2033** (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.

(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.

(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) 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 (ii) 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;

(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; and

(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.

(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:

(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 \$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.

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 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 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.

Notwithstanding anything herein to the contrary, the Agency shall waive the licensure requirement for the general liability coverage provided that Allied World Surplus Lines Insurance Company ("Allied") is the provider of such coverage and Allied maintains at least an "A" rating in the industry continuously during all coverage periods. In the event Allied's rating falls below "A" or a new carrier is obtained, the Company shall immediately notify the Agency and all requirements set forth in this Article VI shall apply including but not limited to licensure.

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 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 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 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 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 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 creation¹, 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.

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.

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 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 insure 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 "E"**, 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.

(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 “F”**, 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.

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. 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.

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; 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.

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) Terminate this Agency Lease;
- 2) Terminate the Company Lease;
- 3) Terminate the PILOT Agreement;
- 4) Terminate the Company's appointment as agent of the Agency; or
- 5) 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
- 6) 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. 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
201 East Washington Street, 6th Floor
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, to: 1970 W. Fayette, LLC
208 North Manlius Street
Fayetteville, New York 13066

With a copy to: Bond Schoeneck & King, PLLC
110 W. Fayette Street
Syracuse, New York 13202
Attn: Kevin M. Pole, 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.

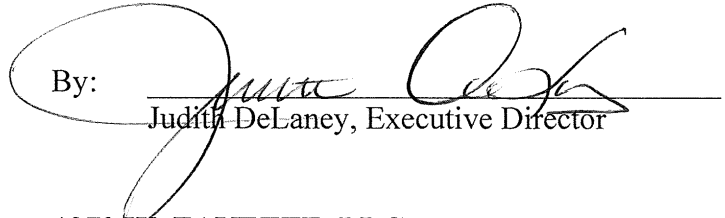
11.14 DISCLOSURE.

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.

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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:  _____
Judith DeLaney, Executive Director

1970 W. FAYETTE, LLC


By: _____
Scott Dumas, Member of the Board of Managers

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: _____
Judith DeLaney, Executive Director

1970 W. FAYETTE, LLC

By:  _____
Scott Dumas, Member of the Board of Managers

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

On this 29th day of November, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **JUDITH DELANEY**, 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 she executed the same in her capacity, and that by her 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 22

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

On the _____ day of November, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **SCOTT DUMAS**, 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 November, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **JUDITH DELANEY**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 29th day of November, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **SCOTT DUMAS**, 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

KEVIN M. POLE
Notary Public, State of New York
Qualified in Onondaga Co. No. 02P06076749
My Commission Expires July 1, 2022

EXHIBIT "A"

REAL PROPERTY DESCRIPTION

1970 W. Fayette, LLC

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga, State of New York, being part of Lot 1 Block 27 in the former Village of Geddes and a piece of abandoned canal land conveyed to R. Nelson Gere, all of said land bounded and described as follows: Commencing at a point at the intersection of Bridge and Furnace Streets, running thence southerly along the easterly line of Furnace Street 46-07/100 ft.; thence northeasterly and at right angles to Furnace Street to the enlarged Erie Canal; thence westerly along the south line of the Erie Canal to Bridge St.; thence southerly along the easterly line of Bridge St. to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF ERIE CANAL LANDS, situate in the City of Syracuse, County of Onondaga and State of New York, and being more particularly described as follows: Beginning at a point in the southerly Blue Line of the former Erie Canal, said point being S. 50° 07' 46" E. measured along said Blue Line a distance of 100.92 feet from its intersection with the westerly line of Harbor Street. Said last mentioned point being also N. 37° 43' 10" E. measured along said westerly street line of Harbor Street a distance of 49.71 feet from a point of deflection in said westerly street line; thence N. 52° 06' 22" E. a distance of 17.53 feet to a point; thence S. 51° 36' 15" E. a distance of 48.57 feet to a point; thence S. 76° 39' 33" E. a distance of 14.53 feet to a point; thence S. 52° 02' 25" E. a distance of 82.78 feet to a point; thence S. 53° 26' 12" W. a distance of 28.42 feet to a point in the said southerly Blue Line of said Former Erie Canal; then N. 50° 07' 45" W. along said southerly Blue Line a distance of 141.42 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being a portion of St. Marks Avenue in Said City and being more particularly bounded and described as follows: BEGINNING at the intersection of the present northeasterly line of West Fayette Street with the present easterly line of St. Marks Avenue, which is also a corner of the premises now or formerly owned by Claire U. Haverly, recorded in Book 1037 of Deeds at page 534 & c; thence N. 27°-18'-17" W., 133.99 feet to a point; thence northerly, along a curve to the right, said curve having a radius of 141.0 feet a distance of 169.03 feet to a point of tangency; thence N. 40°-58'-32" E., a distance of 5.0 feet to its intersection with the present southwesterly line of Erie Boulevard West; thence S. 46°-27'-00" E., along said southwesterly line of Erie Boulevard West, a distance of 157.18 feet to its intersection with said easterly line of St. Marks Avenue, which point is also a northeasterly corner of property now or formerly owned by Claire U. Haverly; thence S. 52°-06'-22" W., along said easterly line of St. Marks Avenue, a distance of 67.85 feet to an angle point in said line; thence S. 9°-18'-10" W., along said easterly line of St. Marks Avenue, a distance of 132.0 feet, said last two courses are also the northerly and westerly lines of the property now or formerly owned by Claire U. Haverly to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND located in the City of Syracuse, County of Onondaga and State of New York, described as follows: Beginning at a point in the southerly line of Erie Boulevard West, said point being 118.06 feet easterly measured along the southerly line of Erie Boulevard West from the point of intersection of the southerly line of Erie Boulevard West and the westerly line of Harbor Street; Thence southerly 52° 06' 22" west 50.32 feet to a point, said point being the northwesterly corner of lands conveyed to Syracuse Trust Company by City of Syracuse dated June 19, 1942 and recorded in Onondaga County Clerk's Office on or about September 30, 1942; Thence south 51° 36' 15" east 48.57 feet; Thence south 76° 39' 33" east 14.53 feet; Thence south 52° 02' 25" east 82.72

feet along the northerly line of lands conveyed to Syracuse Trust Company; Thence north 53° 26' 12" east 33.42 feet to the southerly line of Erie Boulevard West; Thence north 47° 37' 34" west along the south line of Erie Boulevard West 141.68 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being part of Block 27 of the former Village of Geddes, bounded and described as follows: Beginning at a point in the southerly line of lands of the party of the second part, 186.07 feet from the intersection of the easterly line of West Fayette Street with the southerly line of St. Marks Avenue, as measured on the following courses and distances: S. 36° 38' 30" E. along the easterly line of West Fayette Street, 46.7 feet, and N. 53° 21' 30" E. along the southerly line of the lands of the party of the second part, 140 feet; running thence S. 36° 38' 30" E. a distance of 24.0 feet, thence N. 53° 21' 30" E. a distance of 69.16 feet to the westerly line of Erie Boulevard West, thence N. 47° 37' 34" W. along the westerly line of Erie Boulevard West, a distance of 24.45 feet to the southerly line of lands of party of the second part, thence S. 53° 21' 30" W. a distance of 64.5 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York and being Lot No. 27356 according to a Resubdivision Final Plan Map of Lot 27354 into new Lots 27355 & 27356 prepared by Cottrell Land Surveyors, P.C. dated February 9, 2011, last revised April 25, 2011 and filed in the Onondaga County Clerk's Office on June 15, 2011 as Map No. 11381.

Said premises being more modernly described as follows:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being Lots 1 & 27356 and part of Lot 2 of City Block No. 27 in said City, and being more particularly bounded and described as follows:

Beginning at a point in the easterly line of West Fayette Street, at its intersection with the reputed southerly line of Erie Boulevard West; thence along the said reputed southerly line of Erie Boulevard West, the following six (6) courses and distances: 1. South 46 deg. 27 min. 00 sec. East a distance of 157.36 feet to a point; thence 2.) North 52 deg. 06 min. 22 sec. East a distance of 4.47 feet to a point; thence 3.) South 47 deg. 37 min. 34 sec. East a distance of 142.05 feet to a point; thence 4.) North 53 deg. 21 min. 30 sec. East a distance of 10.18 feet to a point; thence 5.) South 47 deg. 37 min. 34 sec. East a distance of 66.76 feet to a point; and 6.) South 46 deg. 00 min. 20 sec. East a distance of 19.73 feet to a point on the division line between the lands now of formerly of Strathmore Products, Inc. as described in Book 5179 of Deeds at Page 722 on the north and the lands now or formerly of Vintage 4x4, LLC as described in Deed Instrument 2018-018929 on the south, said line also being the southerly line of Lot 27356 as shown on the Map of Resubdivision of Lot 27354 ~ File Map 5719 prepared by Cottrell Land Surveyors dated 2-9-11 and filed in the Onondaga County Clerk's Office as Map 11381; thence South 53 deg. 21 min. 30 sec. West along said division and Lot line, a distance of 220.95 feet to a point in the said easterly line of West Fayette Street; thence along the said easterly line of West Fayette Street, the following four (4) courses and distances: 1. North 36 deg. 38 min. 30 sec. West a distance of 131.07 feet to a point; thence 2.) North 27 deg. 18 min. 17 sec. West a distance of 133.99 feet to a point; thence 3.) northerly along a curve to the right having a radius of 141.00 feet, length of 169.03 and chord of North 07 deg. 02 min. 18 sec. East, 159.09 feet to a point; and 4.) North 40 deg. 58 min. 32 sec. East a distance of 5.00 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 **1970 W. FAYETTE, LLC** (the "*Company*") and now or hereafter attached to, contained in or used or acquired in connection with the Project Facility (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, ranges, refrigerators, freezers, rugs, movable partitions, cleaning equipment, maintenance equipment, restaurant supplies and equipment, shelving, racks, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus and 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 Agency Lease Agreement dated as of November 1, 2021, by and between the Agency and the Company, as the same may be amended or supplemented from time to time.

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: means the application submitted by the Company to the Agency dated May 14, 2021, requesting the Agency undertake the Project, as same may be amended or supplemented from time to time.

Authorized Representative: means for the Agency, the Chairman or Vice Chairman 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.

Bill of Sale: means that certain Bill of Sale from the Company to the Agency dated as of November 1, 2021 in connection with the Equipment.

City: means the City of Syracuse.

Closing Date: means December 2, 2021.

Closing Memorandum: means the closing memorandum of the Agency relating to the Project.

Company: means 1970 W. Fayette, LLC, a limited liability company, organized and existing under the laws of the State of New York having an address at 208 North Manlius Street, Fayetteville, New York 13066, 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, the Company Certification 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 Company Lease Agreement dated as of November 1, 2021 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 December 15, 2022.

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 Environmental Compliance and Indemnification Agreement dated as of November 1, 2021 by the Company to the Agency.

Equipment: means all materials, machinery, furnishings, fixtures and equipment installed or used at the Project Facility, as of the Closing Date and thereafter acquired for or installed in, or upon, the Project Facility, as more fully described in **Exhibit “B”** to the Agency Lease.

Facility: means the buildings and other improvements located or to be constructed on the Land.

Financial Assistance: has the meaning given to such term in Section 854(14) of the Act.

Financial Assistance Recapture Amounts: means any and all other components of Financial Assistance, including any payment in lieu of taxes benefits or mortgage recording tax exemptions provided to the Company.

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 1970 West Fayette Street, 1499 Erie Boulevard West, 1501 Erie Boulevard West, 1515 Erie Boulevard West and 1950 West Fayette Street, each 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 construction 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.

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.

PILOT Agreement : means the Payment in Lieu of Taxes Agreement dated as of November 1, 2021 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 Project description in the third WHEREAS cause of this 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 have the meaning ascribed thereto in the third **WHEREAS** clause of this Agency Lease.

Project Agreement: means the Project Agreement dated as of November 1, 2021 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 the Financial Assistance Recapture Amounts.

Resolution or Resolutions: means the Agency's resolutions adopted on June 15, 2021 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.

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"

FORM OF ANNUAL REPORTING QUESTIONNAIRE

SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
201 East Washington Street, 6th 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)	SDVOBE (Yes/No)	Number of jobs (FTE)

***Must include county**

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 zip codes for the hires (based upon hire's residence); and, if more than one (1) FTE hired during the reporting period, identify the number of FTEs hired from each zip code.

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); and, if more than one (1) FTE hired during the reporting period, identify the number of FTEs hired from each zip code.

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

EXHIBIT "E"

FORM OF SUB-AGENT AGREEMENT

THIS SUB-AGENT APPOINTMENT AGREEMENT (the "**Agreement**"), dated as of _____, 20__, is by and between **1970 W. FAYETTE, LLC** (the "**Company**"), with a mailing address of 208 North Manlius Street, Fayetteville, New York 13041 (the "**Company**"), and _____, a _____ of the State of New York, having an office for the transaction of business at _____ (the "**Sub-Agent**").

WITNESSETH:

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 June 14, 2021 (the "**Resolution**"), the Agency agreed to undertake a project for the benefit of the Company (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0, 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.25-01.0 and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be resubdivided into one parcel (collectively, the "**Land**"); , (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land ("**Building 1**") for commercial use consisting of: (a) approximately 6,222 sq.ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq.ft. of restaurant space, approximately 600 sq.ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq.ft. of office space, approximately 4,000 sq.ft. for a dental office and brain center and approximately 720 sq.ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq.ft. building located on the Land ("**Building 2**" and together with Building 1, the "**Buildings**") to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the "**Facility**"); (v) 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, under the Resolution and in the Agency Lease Agreement by and between the Company and the Agency dated as of November 1, 2021 (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 a Project Agreement dated as of November 1, 2021 (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: 1970 W. FAYETTE, LLC PROJECT, 1970 West Fayette Street, 1499 Erie Boulevard West, 1501 Erie Boulevard West, 1515 Erie Boulevard West and 1950 West Fayette Street, IDA Project No. 31022104.

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 reconstruction, renovation 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. 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.

m. that the failure to comply with the foregoing will result in the loss of the exemption.

n. 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.

o. 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.

1970 W. FAYETTE, LLC

By: _____
Name:
Title:

[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 DDC 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 1833 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).

- 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.
- 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.
- 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) 455-2639

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



Text Telephone (TTY) Hotline
(for persons with hearing and
speech disabilities using a TTY): (518) 455-5632

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 "F"
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 _____, at the request of **1970 W. Fayette, LLC** (the "**Company**"), the City of Syracuse Industrial Development Agency (the "**Agency**") undertook a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0, 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.25-01.0 and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be resubdivided into one parcel (collectively, the "**Land**"); (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land ("**Building 1**") for commercial use consisting of: (a) approximately 6,222 sq.ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq.ft. of restaurant space, approximately 600 sq.ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq.ft. of office space, approximately 4,000 sq.ft. for a dental office and brain center and approximately 720 sq.ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq.ft. building located on the Land ("**Building 2**" and together with Building 1, the "**Buildings**") to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the "**Facility**"); (v) 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 meaning of capitalized terms not otherwise defined herein shall have the meanings attached to them in the agency lease, dated as of November 1, 2021 between the Agency and the Company (the "*Agency Lease*").

On December 2, 2021 the Agency and the Company closed on a straight lease transaction with respect to the Project and the Financial Assistance (the "*Original 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 has ongoing obligations, including to perform certain reporting requirements to the Agency, as more particularly described below:

- (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 **\$6,121,299**, being the total project cost as stated in the Company's Application for Financial Assistance (the "*Investment Commitment*").

(b) There were NO 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 twenty-five (25) 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 create the New FTEs set forth in 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__

1970 W. FAYETTE, LLC

By: _____
Name:
Title:

EXHIBIT A
(to Form of Certification)

FORM OF ANNUAL REPORTING QUESTIONNAIRE

SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY
201 East Washington Street, 6th 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)	SDVOBE (Yes/No)	Number of jobs (FTE)

***Must include county**

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 zip codes for the hires (based upon hire's residence); and, if more than one (1) FTE hired during the reporting period, identify the number of FTEs hired from each zip code.

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); and, if more than one (1) FTE hired during the reporting period, identify the number of FTEs hired from each zip code.

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

Lisa Dell, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
STEWART-VAL

Return To :
BOND SCHOENECK & KING
ONE LINCOLN CENTER
110 W FAYETTE ST STE 1800
SYRACUSE, NY 13202

Method Returned : MAIL

First PARTY 1

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

First PARTY 2

1970 W FAYETTE LLC

Index Type : Land Records

Instr Number : 2021-00059222

Book : Page :

Type of Instrument : Memorandum Of Lease

Type of Transaction : Deed Misc

Recording Fee: \$85.50

Recording Pages : 8

The Property affected by this instrument is situated in Syracuse, in the
County of Onondaga, New York

Real Estate Transfer Tax

RETT # : 5320

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$85.50

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) : 12/08/2021

At (Recorded Time) : 10:28:33 AM



Doc ID - 045918910008

Lisa Dell, County Clerk



**MEMORANDUM OF
AGENCY LEASE AGREEMENT**

NAME AND ADDRESS OF LESSOR: City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, New York 13202

NAME AND ADDRESS OF LESSEE: 1970 W. Fayette, LLC
208 North Manlius Street
Fayetteville, New York 13066

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 AGENCY LEASE AGREEMENT:

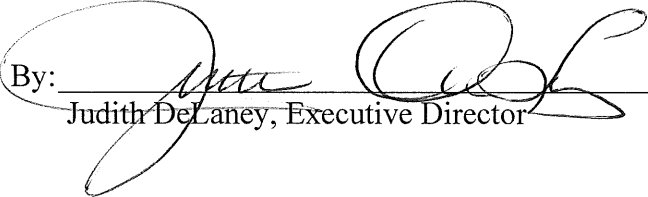
As of November 1, 2021

TERM OF 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, 2033**, unless earlier terminated as provided in the Agency Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 1st day of November, 2021.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Judith DeLaney, Executive Director

1970 W. FAYETTE, LLC

By: _____
Scott Dumas, Member of the Board of Managers

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum as of the 1st day of November, 2021.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Judith DeLaney, Executive Director

1970 W. FAYETTE, LLC


By:  _____
Scott Dumas, Member of the Board of Managers

EXHIBIT "A"
LEGAL DESCRIPTION OF THE LAND

1970 W. Fayette, LLC

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga, State of New York, being part of Lot 1 Block 27 in the former Village of Geddes and a piece of abandoned canal land conveyed to R. Nelson Gere, all of said land bounded and described as follows: Commencing at a point at the intersection of Bridge and Furnace Streets, running thence southerly along the easterly line of Furnace Street 46-07/100 ft.; thence northeasterly and at right angles to Furnace Street to the enlarged Erie Canal; thence westerly along the south line of the Erie Canal to Bridge St.; thence southerly along the easterly line of Bridge St. to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF ERIE CANAL LANDS, situate in the City of Syracuse, County of Onondaga and State of New York, and being more particularly described as follows: Beginning at a point in the southerly Blue Line of the former Erie Canal, said point being S. 50° 07' 46" E. measured along said Blue Line a distance of 100.92 feet from its intersection with the westerly line of Harbor Street. Said last mentioned point being also N. 37° 43' 10" E. measured along said westerly street line of Harbor Street a distance of 49.71 feet from a point of deflection in said westerly street line; thence N. 52° 06' 22" E. a distance of 17.53 feet to a point; thence S. 51° 36' 15" E. a distance of 48.57 feet to a point; thence S. 76° 39' 33" E. a distance of 14.53 feet to a point; thence S. 52° 02' 25" E. a distance of 82.78 feet to a point; thence S. 53° 26' 12" W. a distance of 28.42 feet to a point in the said southerly Blue Line of said Former Erie Canal; then N. 50° 07' 45" W. along said southerly Blue Line a distance of 141.42 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being a portion of St. Marks Avenue in Said City and being more particularly bounded and described as follows: BEGINNING at the intersection of the present northeasterly line of West Fayette Street with the present easterly line of St. Marks Avenue, which is also a corner of the premises now or formerly owned by Claire U. Haverly, recorded in Book 1037 of Deeds at page 534 & c; thence N. 27°-18'-17" W., 133.99 feet to a point; thence northerly, along a curve to the right, said curve having a radius of 141.0 feet a distance of 169.03 feet to a point of tangency; thence N. 40°-58'-32" E., a distance of 5.0 feet to its intersection with the present southwesterly line of Erie Boulevard West; thence S. 46°-27'-00" E., along said southwesterly line of Erie Boulevard West, a distance of 157.18 feet to its intersection with said easterly line of St. Marks Avenue, which point is also a northeasterly corner of property now or formerly owned by Claire U. Haverly; thence S. 52°-06'-22" W., along said easterly line of St. Marks Avenue, a distance of 67.85 feet to an angle point in said line; thence S. 9°-18'-10" W., along said easterly line of St. Marks Avenue, a distance of 132.0 feet, said last two courses are also the northerly and westerly lines of the property now or formerly owned by Claire U. Haverly to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND located in the City of Syracuse, County of Onondaga and State of New York, described as follows: Beginning at a point in the southerly line of Erie Boulevard West, said point being 118.06 feet easterly measured along the southerly line of Erie Boulevard West from the point of intersection of the southerly line of Erie Boulevard West and the westerly line of Harbor Street; Thence southerly 52° 06' 22" west 50.32 feet to a point, said point being the northwesterly corner of lands conveyed to Syracuse Trust Company by City of Syracuse dated June 19, 1942 and recorded in Onondaga County Clerk's Office on or about September 30, 1942; Thence south 51° 36' 15" east 48.57 feet; Thence south 76° 39' 33" east 14.53 feet; Thence south 52° 02' 25" east 82.72 feet along the northerly line of lands conveyed to Syracuse Trust Company; Thence north 53° 26' 12" east

33.42 feet to the southerly line of Erie Boulevard West; Thence north 47° 37' 34" west along the south line of Erie Boulevard West 141.68 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being part of Block 27 of the former Village of Geddes, bounded and described as follows: Beginning at a point in the southerly line of lands of the party of the second part, 186.07 feet from the intersection of the easterly line of West Fayette Street with the southerly line of St. Marks Avenue, as measured on the following courses and distances: S. 36° 38' 30" E. along the easterly line of West Fayette Street, 46.7 feet, and N. 53° 21' 30" E. along the southerly line of the lands of the party of the second part, 140 feet; running thence S. 36° 38' 30" E. a distance of 24.0 feet, thence N. 53° 21' 30" E. a distance of 69.16 feet to the westerly line of Erie Boulevard West, thence N. 47° 37' 34" W. along the westerly line of Erie Boulevard West, a distance of 24.45 feet to the southerly line of lands of party of the second part, thence S. 53° 21' 30" W. a distance of 64.5 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York and being Lot No. 27356 according to a Resubdivision Final Plan Map of Lot 27354 into new Lots 27355 & 27356 prepared by Cottrell Land Surveyors, P.C. dated February 9, 2011, last revised April 25, 2011 and filed in the Onondaga County Clerk's Office on June 15, 2011 as Map No. 11381.

Said premises being more modernly described as follows:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being Lots 1 & 27356 and part of Lot 2 of City Block No. 27 in said City, and being more particularly bounded and described as follows:

Beginning at a point in the easterly line of West Fayette Street, at its intersection with the reputed southerly line of Erie Boulevard West; thence along the said reputed southerly line of Erie Boulevard West, the following six (6) courses and distances: 1. South 46 deg. 27 min. 00 sec. East a distance of 157.36 feet to a point; thence 2.) North 52 deg. 06 min. 22 sec. East a distance of 4.47 feet to a point; thence 3.) South 47 deg. 37 min. 34 sec. East a distance of 142.05 feet to a point; thence 4.) North 53 deg. 21 min. 30 sec. East a distance of 10.18 feet to a point; thence 5.) South 47 deg. 37 min. 34 sec. East a distance of 66.76 feet to a point; and 6.) South 46 deg. 00 min. 20 sec. East a distance of 19.73 feet to a point on the division line between the lands now of formerly of Strathmore Products, Inc. as described in Book 5179 of Deeds at Page 722 on the north and the lands now or formerly of Vintage 4x4, LLC as described in Deed Instrument 2018-018929 on the south, said line also being the southerly line of Lot 27356 as shown on the Map of Resubdivision of Lot 27354 ~ File Map 5719 prepared by Cottrell Land Surveyors dated 2-9-11 and filed in the Onondaga County Clerk's Office as Map 11381; thence South 53 deg. 21 min. 30 sec. West along said division and Lot line, a distance of 220.95 feet to a point in the said easterly line of West Fayette Street; thence along the said easterly line of West Fayette Street, the following four (4) courses and distances: 1. North 36 deg. 38 min. 30 sec. West a distance of 131.07 feet to a point; thence 2.) North 27 deg. 18 min. 17 sec. West a distance of 133.99 feet to a point; thence 3.) northerly along a curve to the right having a radius of 141.00 feet, length of 169.03 and chord of North 07 deg. 02 min. 18 sec. East, 159.09 feet to a point; and 4.) North 40 deg. 58 min. 32 sec. East a distance of 5.00 feet to the point of beginning.



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, and Social Security number (SSN).

Location and description of property conveyed

Table with 5 columns: Tax map designation, SWIS code, Street address, City, town, or village, and County.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (1-9) and a date of conveyance field (10/01/2021).

Condition of conveyance (mark an X in all that apply)

Form with multiple checkboxes (a-s) describing conditions of conveyance, such as fee interest, controlling interest, and leasehold grant.

Table for recording officer's use with columns for Amount received, Date received, and Transaction number.

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) <input checked="" type="checkbox"/> 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)*

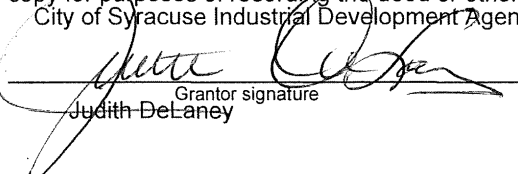
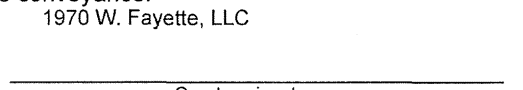
1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a The transfer of real property 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.

City of Syracuse Industrial Development Agency  _____ Grantor signature Judith DeLaney	Executive Director _____ Title	1970 W. Fayette, LLC  _____ Grantee signature Scott Dumas, Member of the Board of Managers	_____ Title
_____ 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 C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

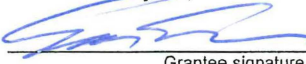

This is to certify that: (mark an X in the appropriate box)

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.

City of Syracuse Industrial Development Agency _____ Judith DeLaney Grantor signature	Executive Director _____ Title	1970 W. Fayette, LLC  _____ Scott Dumas, Member of the Board of Managers Grantee signature	 _____ Title
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 _____ to _____ (see instructions).
Date Date
- 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 November 1, 2021.

The undersigned, Scott Dumas, Member of the Board of Managers and authorized signatory of 1970 W. Fayette, 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: November 29, 2021

1970 W. FAYETTE, LLC

By: 

Scott Dumas
Member of the Board of Managers

**CERTIFICATE OF LIABILITY
INSURANCE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2021

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 Tompkins Insurance Agencies, Inc 118 East Seneca St. PO Box 6486 Ithaca NY 14851		CONTACT NAME: Jeana Schoener PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jschoener@tompkinsfinancial.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Allied World Surplus Lines Insurance Company	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED 1970 W FAYETTE LLC 208 N Manlius St Fayetteville NY 13066		NAIC #	


COVERAGES **CERTIFICATE NUMBER:** CL21102786861 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5066-0042-00	10/26/2021	04/26/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

1950 W Fayette St, Syracuse, NY 13204
1970 W Fayette St, Syracuse, NY 13204
1499 Erie Blvd W, Syracuse, NY 13204
1501 Erie Blvd W, Syracuse, NY 13204
1515 Erie Blvd W, Syracuse, NY 13204
Certificate Holders Full Name: CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly existing under the laws of the State of New York with offices at 201 East Washington Street, 6th Floor, Syracuse, New York 13202

CERTIFICATE HOLDER CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY 201 East Washington Street 6th Floor 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: 00161724

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Tompkins Insurance Agencies, Inc		NAMED INSURED 1970 W FAYETTE LLC	
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

Certificate holder would be covered as an additional insured on primary and non-contributory basis per endorsements CG20181219 and CG20011219.
30 Day Notice of Cancellation applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
<p>CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY 201 East Washington Street, 6th Floor, Syracuse, New York 13202</p>	<p>All locations which are afforded coverage under this policy.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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 and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL NOTICE OF CANCELLATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, **SECTION IV- PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS** of the **PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**, and **SECTION IV - CONDITIONS** of the **OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM** as applicable, are amended to include the following Condition

Additional Notice of Cancellation

If we cancel this policy for any reason other than for the non-payment of premium, we will endeavor to provide advance notice of such cancellation to the person(s) or organization(s) shown in the **SCHEDULE** below at least thirty (30) days before the cancellation becomes effective. If we cancel this policy for the non-payment of premium, we will endeavor to provide advance notice of such cancellation to the person(s) or organization(s) shown in the **SCHEDULE** below at least ten (10) days before the cancellation becomes effective.

We will send notice to the email or mailing address listed on the **SCHEDULE** below. A notice shall be sent only when a valid address is provided. In no event shall the notice to such person or entity exceed the notice to the Named Insured. This advance notice of a pending cancellation is intended as a courtesy only. Our failure to provide such advance notice will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE	
Person or Organization	Address
CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY	201 East Washington Street, 6 th Floor, Syracuse, New York 13202

All other terms and conditions remain unchanged.

**EVIDENCE OF COMMERCIAL
PROPERTY INSURANCE**



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
10/26/2021

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS Tompkins Insurance Agencies, Inc Jeana Schoener 90 Main Street Batavia NY 14020	PHONE (A/C, No, Ext): (888) 261-2688	COMPANY NAME AND ADDRESS Great American Insurance Company 24 Commerce Street Baltimore 21202	NAIC NO:
FAX (A/C, No): (888) 339-8337	E-MAIL ADDRESS: jschoener@tompkinsfinancial.com	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE: 00	SUB CODE:	POLICY TYPE Builders Risk (C)	
AGENCY CUSTOMER ID #: 00161724	NAMED INSURED AND ADDRESS 1970 W. FAYETTE LLC 208 N MANLIUS ST FAYETTEVILLE NY 13066	LOAN NUMBER	POLICY NUMBER IMPE7814540000
ADDITIONAL NAMED INSURED(S)	EFFECTIVE DATE 11/29/2021	EXPIRATION DATE 04/26/2023	CONTINUED UNTIL TERMINATED IF CHECKED
	THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION 1970 WEST FAYETTE STREET SYRACUSE NY 13204	Loc# 00001/Bldg# 00001
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 EVIDENCE OF PROPERTY INSURANCE 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.	

COVERAGE INFORMATION PERILS INSURED BASIC BROAD SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 6,831,319	DED: 10,000
	YES NO N/A
<input type="checkbox"/> BUSINESS INCOME <input checked="" type="checkbox"/> RENTAL VALUE	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
BLANKET COVERAGE	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
TERRORISM COVERAGE	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
IS DOMESTIC TERRORISM EXCLUDED?	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
LIMITED FUNGUS COVERAGE	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
REPLACEMENT COST	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
AGREED VALUE	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
COINSURANCE	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
EQUIPMENT BREAKDOWN (If Applicable)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
- Demolition Costs	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
- Incr. Cost of Construction	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
EARTH MOVEMENT (If Applicable)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
FLOOD (If Applicable)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

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.

ADDITIONAL INTEREST

CONTRACT OF SALE	LENDER'S LOSS PAYABLE <input checked="" type="checkbox"/> LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
MORTGAGEE		
NAME AND ADDRESS CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY 201 East Washington Street 6th Floor Syracuse NY 13202		AUTHORIZED REPRESENTATIVE <i>David S. Bryce</i>

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
1	00001, NEW CONSTRUCTION AT ANY ONE PROJECT			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
\$5,072,000				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
1	EXISTING STRUCTURE AT ANY ONE PROJECT			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
\$300,000				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
1	TIME ELEMENT AT ANY ONE PROJECT			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
\$1,459,319				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
1	TEMPORARY LOCATIONS			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
\$507,200				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
1	TRANSIT			
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
\$507,200				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium

Policy No. IMP E781454 00 00
Effective Date of Change 11/30/2021

POLICY CHANGES

NAMED INSURED 1970 W Fayette LLC
AND ADDRESS: 208 N Manlius Street
Fayetteville, NY 13066

**THIS ENDORSEMENT
CHANGES THE POLICY.**

**PLEASE READ IT
CAREFULLY.**

AGENT'S NAME AND ADDRESS:

Maury Donnelly & Parr Inc
24 Commerce St
Baltimore, MD 21202

Insurance is afforded by the Company named below, a Capital Stock Corporation:
Great American Insurance Company

POLICY PERIOD: From 10/26/2021 To 04/26/2023
12:01 A.M. Standard Time at the address of the Named Insured

NO CHANGE IN PREMIUM

Adding the following Loss Payee
City of Syracuse Industrial Development Agency, a public benefit corporation duly existing under the laws fo the State
of New York with offices at
201 East Washington Street, 6th Floor
Syracuse, NY 13202

FORMS AND ENDORSEMENTS hereby added:

CM7791 05-94 CM8802 11-85

FORMS AND ENDORSEMENTS hereby amended:

FORMS AND ENDORSEMENTS hereby deleted:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

SCHEDULE

Description of Property	Loss Payee (Name & Address)		
Mixed Use Occupancy	City of Syracuse, Industrial Development Agency		Loss
1970 W Fayette Street, Syracuse, NY 13204	See CM8802, 201 East Washington Str., 6th Floor, Syracuse, NY 13202	(X)	Payable
		()	Lender's Loss Payable
		()	Contract of Sale

The following is added to the **Loss Payment** Loss Condition, as indicated by an " X " in the Schedule above:

A. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. adjust losses with you; and
2. pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

- OR -

B. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor (including a mortgageholder or trustee), whose interest in that Covered Property is established by such written instruments as:
 - a. warehouse receipts;
 - b. a contract for deed;
 - c. bills of lading;
 - d. financing statements; or
 - e. mortgages, deeds of trust, or security agreements.
2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. we will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) the Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
 - (2) the Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
4. If we do not renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

- OR -

C. CONTRACT OF SALE

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:
 - a. adjust losses with you; and
 - b. pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
3. The following is added to the **Other Insurance** Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

GENERAL ENDORSEMENT

ADDITIONAL INTEREST - LOSS PAYEE

City of Syracuse Industrial Development Agency, a public benefit corporation duly existing under the laws fo the State of New York with offices at
201 East Washington Street, 6th Floor
Syracuse, NY 13202

ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT

THIS ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT (the "*Agreement*") is made as of the 1st day of November, 2021, between **1970 W. FAYETTE, LLC** (the "*Indemnitor*" or the "*Company*"), for the benefit of the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY** (the "*Agency*").

RECITALS

WHEREAS, the Agency has undertaken at the request of the Indemnitor, a project (the "*Project*") consisting of: (A)(i) the acquisition of an interest in approximately 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0), 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.-25-01.0) and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be re-subdivided into one parcel, as more fully described on Schedule A annexed hereto (collectively, the "*Land*"); (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land ("*Building 1*") for commercial use consisting of: (a) approximately 6,222 sq. ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq. ft. of restaurant space, approximately 600 sq. ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq. ft. of office space, approximately 4,000 sq. ft. for a dental office and brain center and approximately 720 sq. ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq. ft. building located on the Land ("*Building 2*" and together with Building 1, the "*Buildings*") to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the "*Facility*"); (v) 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.

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 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 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 which operations could lead to (A) the imposition of liability on Indemnitor or on any subsequent or former owner of the Project Facility 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 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 not otherwise already disclosed in Schedule B. 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 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 after the date of this Agreement, the Indemnitor shall, promptly upon the written request of Agency, 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 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, 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
201 East Washington Street, 6th Floor
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) To the Company: 1970 W. Fayette, LLC
208 North Manlius Street
Fayetteville, New York 13066

With a copy to: Bond Schoeneck & King, PLLC
110 W. Fayette Street
Syracuse, New York 13202
Attn: Kevin M. Pole, 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.

1970 W. FAYETTE, LLC

By: 
Scott Dumas, Member of the Board of Managers

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

On the 29th day of November, in the year 2021 before me, the undersigned, a notary public in and for said state, personally appeared **SCOTT DUMAS**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

KEVIN M. POLE
Notary Public, State of New York
Qualified in Onondaga Co. No. 02P06076749
My Commission Expires July 1, 2022

SCHEDULE "A"

LEGAL DESCRIPTION

1970 W. Fayette, LLC

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga, State of New York, being part of Lot 1 Block 27 in the former Village of Geddes and a piece of abandoned canal land conveyed to R. Nelson Gere, all of said land bounded and described as follows: Commencing at a point at the intersection of Bridge and Furnace Streets, running thence southerly along the easterly line of Furnace Street 46-07/100 ft.; thence northeasterly and at right angles to Furnace Street to the enlarged Erie Canal; thence westerly along the south line of the Erie Canal to Bridge St.; thence southerly along the easterly line of Bridge St. to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF ERIE CANAL LANDS, situate in the City of Syracuse, County of Onondaga and State of New York, and being more particularly described as follows: Beginning at a point in the southerly Blue Line of the former Erie Canal, said point being S. 50° 07' 46" E. measured along said Blue Line a distance of 100.92 feet from its intersection with the westerly line of Harbor Street. Said last mentioned point being also N. 37° 43' 10" E. measured along said westerly street line of Harbor Street a distance of 49.71 feet from a point of deflection in said westerly street line; thence N. 52° 06' 22" E. a distance of 17.53 feet to a point; thence S. 51° 36' 15" E. a distance of 48.57 feet to a point; thence S. 76° 39' 33" E. a distance of 14.53 feet to a point; thence S. 52° 02' 25" E. a distance of 82.78 feet to a point; thence S. 53° 26' 12" W. a distance of 28.42 feet to a point in the said southerly Blue Line of said Former Erie Canal; then N. 50° 07' 45" W. along said southerly Blue Line a distance of 141.42 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being a portion of St. Marks Avenue in Said City and being more particularly bounded and described as follows: BEGINNING at the intersection of the present northeasterly line of West Fayette Street with the present easterly line of St. Marks Avenue, which is also a corner of the premises now or formerly owned by Claire U. Haverly, recorded in Book 1037 of Deeds at page 534 & c; thence N. 27°-18'-17" W., 133.99 feet to a point; thence northerly, along a curve to the right, said curve having a radius of 141.0 feet a distance of 169.03 feet to a point of tangency; thence N. 40°-58'-32" E., a distance of 5.0 feet to its intersection with the present southwesterly line of Erie Boulevard West; thence S. 46°-27'-00" E., along said southwesterly line of Erie Boulevard West, a distance of 157.18 feet to its intersection with said easterly line of St. Marks Avenue, which point is also a northeasterly corner of property now or formerly owned by Claire U. Haverly; thence S. 52°-06'-22" W., along said easterly line of St. Marks Avenue, a distance of 67.85 feet to an angle point in said line; thence S. 9°-18'-10" W., along said easterly line of St. Marks Avenue, a distance of 132.0 feet, said last two courses are also the northerly and westerly lines of the property now or formerly owned by Claire U. Haverly to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND located in the City of Syracuse, County of Onondaga and State of New York, described as follows: Beginning at a point in the southerly line of Erie Boulevard West, said point being 118.06 feet easterly measured along the southerly line of Erie Boulevard West from the point of intersection of the southerly line of Erie Boulevard West and the westerly line of Harbor Street; Thence southerly 52° 06' 22" west 50.32 feet to a point, said point being the northwesterly corner of lands conveyed to Syracuse Trust Company by City of Syracuse dated June

19, 1942 and recorded in Onondaga County Clerk's Office on or about September 30, 1942; Thence south 51° 36' 15" east 48.57 feet; Thence south 76° 39' 33" east 14.53 feet; Thence south 52° 02' 25" east 82.72 feet along the northerly line of lands conveyed to Syracuse Trust Company; Thence north 53° 26' 12" east 33.42 feet to the southerly line of Erie Boulevard West; Thence north 47° 37' 34" west along the south line of Erie Boulevard West 141.68 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being part of Block 27 of the former Village of Geddes, bounded and described as follows: Beginning at a point in the southerly line of lands of the party of the second part, 186.07 feet from the intersection of the easterly line of West Fayette Street with the southerly line of St. Marks Avenue, as measured on the following courses and distances: S. 36° 38' 30" E. along the easterly line of West Fayette Street, 46.7 feet, and N. 53° 21' 30" E. along the southerly line of the lands of the party of the second part, 140 feet; running thence S. 36° 38' 30" E. a distance of 24.0 feet, thence N. 53° 21' 30" E. a distance of 69.16 feet to the westerly line of Erie Boulevard West, thence N. 47° 37' 34" W. along the westerly line of Erie Boulevard West, a distance of 24.45 feet to the southerly line of lands of party of the second part, thence S. 53° 21' 30" W. a distance of 64.5 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York and being Lot No. 27356 according to a Resubdivision Final Plan Map of Lot 27354 into new Lots 27355 & 27356 prepared by Cottrell Land Surveyors, P.C. dated February 9, 2011, last revised April 25, 2011 and filed in the Onondaga County Clerk's Office on June 15, 2011 as Map No. 11381.

Said premises being more modernly described as follows:

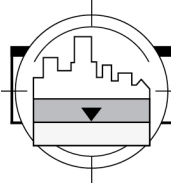
ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being Lots 1 & 27356 and part of Lot 2 of City Block No. 27 in said City, and being more particularly bounded and described as follows:

Beginning at a point in the easterly line of West Fayette Street, at its intersection with the reputed southerly line of Erie Boulevard West; thence along the said reputed southerly line of Erie Boulevard West, the following six (6) courses and distances: 1. South 46 deg. 27 min. 00 sec. East a distance of 157.36 feet to a point; thence 2.) North 52 deg. 06 min. 22 sec. East a distance of 4.47 feet to a point; thence 3.) South 47 deg. 37 min. 34 sec. East a distance of 142.05 feet to a point; thence 4.) North 53 deg. 21 min. 30 sec. East a distance of 10.18 feet to a point; thence 5.) South 47 deg. 37 min. 34 sec. East a distance of 66.76 feet to a point; and 6.) South 46 deg. 00 min. 20 sec. East a distance of 19.73 feet to a point on the division line between the lands now of formerly of Strathmore Products, Inc. as described in Book 5179 of Deeds at Page 722 on the north and the lands now or formerly of Vintage 4x4, LLC as described in Deed Instrument 2018-018929 on the south, said line also being the southerly line of Lot 27356 as shown on the Map of Resubdivision of Lot 27354 ~ File Map 5719 prepared by Cottrell Land Surveyors dated 2-9-11 and filed in the Onondaga County Clerk's Office as Map 11381; thence South 53 deg. 21 min. 30 sec. West along said division and Lot line, a distance of 220.95 feet to a point in the said easterly line of West Fayette Street; thence along the said easterly line of West Fayette Street, the following four (4) courses and distances: 1. North 36 deg. 38 min. 30 sec. West a distance of 131.07 feet to a point; thence 2.) North 27 deg. 18 min. 17 sec. West a distance of 133.99 feet to a point; thence 3.) northerly along a curve to the right having a radius of 141.00 feet, length of 169.03 and chord of North 07 deg. 02 min. 18 sec. East, 159.09 feet to a point; and 4.) North 40 deg. 58 min. 32 sec. East a distance of 5.00 feet to the point of beginning.

SCHEDULE “B”

EXCEPTIONS

See attached.



ENVIRONMENTAL INSITE, INC.

5259 West Taft Road ■ North Syracuse, NY 13212 ■ Phone: (315) 458-3005 ■ Email: envinsite@gmail.com

March 24, 2021

Mr. Scott Dumas
Licensed Real Estate Broker
Papyrus Real Estate Solutions
5015 Campuswood Drive – Suite 101
East Syracuse, New York 13057

Dear Mr. Dumas:

Re: Report Review
Former Strathmore Paints
1970 West Fayette Street
Syracuse, New York

Environmental InSite, Inc. [EIS] has reviewed the following reported for the above-referenced address:

- *Phase I Environmental Site Assessment, 1970 West Fayette Street, Syracuse, NY, Onondaga County, NY, prepared for Fayette Street Coatings, Inc., prepared by C&S Engineers, Inc., Syracuse, NY, January 2019.*
- *Limited Underground Storage Tank Investigation, NYSDEC Spill #20-07192, Former Strathmore Paints, prepared by Asbestos & Environmental Consulting Corporation, 6308 Fly Road, East Syracuse, NY, 13057, November 24, 2020.*
- *Vapor Intrusion Investigation Report, Former Strathmore Paints, 1970 West Fayette Street, Syracuse, NY, prepared by Asbestos & Environmental Consulting Corporation, 6308 Fly Road, East Syracuse, NY, 13057, February 17, 2021.*

According to the above-referenced reports, the subject building was built in approximately 1885 as a 50,000 square foot building, and was subsequently occupied primarily by Papworth Mail Order Company, potato chip warehousing, Haverly Electric Company, carpet cleaning business, Dean Materials Supply Company, and Strathmore Paints. A total of four petroleum and chemical USTs were closed in place at the subject property in the mid-1980s. The fire department was involved with the tank closures and each tank was emptied, cleaned and subsequently filled with sand or concrete. Owing to the absence of proper tank closure documentation, this issue was identified as a recognized environmental condition, along with reported paint spills, and possible oil spills associated with the historic usage of the property.

As a result, a Limited Underground Storage tank Investigation was conducted to locate the buried tanks via a geophysical survey, and conduct test pit sampling of the soils around the tanks. A total of five test pits were conducted and examined for evidence of petroleum and chemical spills. Four of the test pits were sampled for a variety of petroleum and chemical compounds. The field observations and analytical results resulted in the reporting of a spill to the NYSDEC (Spill No. 20-07192), which was subsequently closed due to the limited amount of contamination observed and the laboratory results showing that the exceedances are each within the lower magnitude of the Unrestricted Use SCOs.

A follow-up Vapor Intrusion Investigation Report was prepared to evaluate the presence of chemicals in the sub-slab vapor and indoor air of the subject building. The report concluded that trace concentrations of volatile organic compounds associated with gasoline and paint manufacturing were detected in the sub-slab vapor and indoor air, no concentrations were detected at concentrations that exceed NYSDOH guideline values or USEPA cancer risk values (with respect to VOCs), or trigger future actions based on the NYSDOH decision matrices. For several detected VOCs, the lower concentrations identified in indoor compared to sub-slab vapor indicates that the building foundation is effectively preventing sub-slab vapor from migrating to the interior of the building.

Based on an evaluation of the report listed above, Environmental InSite, Inc. concludes that although there is limited evidence of historic recognized environmental conditions identified with the subject property, the levels of impacts have been evaluated and found to be minimal.

EIS exercised due and customary care in the conduct of its review but did not independently verify information provided by others. Therefore, EIS assumes no liability for any loss resulting from errors or omissions arising from the use of inaccurate/incomplete information or misrepresentations made by others.

Sincerely,

ENVIRONMENTAL INSITE, INC.



Stuart R. Holtzclaw
Principal



VAPOR INTRUSION INVESTIGATION REPORT

Former Strathmore Paints
1970 West Fayette Street
Syracuse, New York 13204

February 17, 2021

Prepared by:

Asbestos and Environmental Consulting Corporation
6308 Fly Road
East Syracuse, New York 13057

Prepared for:

Knowing Tree LLC
5015 Campuswood Drive, Suite 100
East Syracuse, New York 13057

VAPOR INTRUSION INVESTIGATION REPORT
Former Strathmore Paints, 1970 West Fayette Street, Syracuse, New York

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FIGURES

Figure 1 – Vapor Intrusion Sampling Locations

TABLES

Table 1 – Analytical Summary Table

ATTACHMENTS

Attachment A – Photographic Log
Attachment B – Centek Laboratory Analysis Report

VAPOR INTRUSION INVESTIGATION REPORT
Former Strathmore Paints, 1970 West Fayette Street, Syracuse, New York

COMMON / FREQUENT ACRONYMS & ABBREVIATIONS

ELAP - Environmental Laboratory Approval Program
ESA – Environmental Site Assessment
HVAC – Heating, Ventilation, Air-Conditioning
µg/m³ – Micrograms per Cubic Meter (also abbreviated as mcg/m³)
NYSDOH – New York State Department of Health
PCE – Perchloroethylene / Tetrachloroethylene
REC – Recognized Environmental Condition
SF – Square feet
SSDS – Sub-Slab Depressurization System
TCE – Trichloroethene / Trichloroethylene
USEPA or EPA – United States Environmental Protection Agency
VOC – Volatile Organic Compound

REFERENCES

“Guidance for Evaluating Soil Vapor Intrusion in the State of New York”, NYSDOH (October 2006), and updated *“Decision Matrices”* (2017).

“OSWER Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air”, USEPA (June 2015).

“Determination of Volatile Organic Compounds (VOCs) In Air Collected In Specially-Prepared Canisters and Analyzed By Gas Chromatography/ Mass Spectrometry (GC/MS)”, USEPA (January 1999).

VAPOR INTRUSION INVESTIGATION REPORT

Former Strathmore Paints, 1970 West Fayette Street, Syracuse, New York

1.0 INTRODUCTION & PROJECT BACKGROUND

The Asbestos & Environmental Consulting Corporation (AECC) was contracted to perform a soil vapor intrusion investigation / sampling event at the former Strathmore Paints building, located at 1970 West Fayette Street, in Syracuse, New York (hereafter referred to as the “Building” or “Site”). The Site is currently a vacant warehouse. AECC performed this work under contract to Knowing Tree LLC, a prospective purchaser and redeveloper of the Site.

1.1 Purpose

This investigation was requested by Knowing Tree LLC in preparation for their potential purchase and redevelopment of the Site. The purpose of this investigation was to determine if sub-slab soil vapor and/or indoor air quality is impacted by volatile organic vapors (VOCs) as a result of the Site’s history of use as an industrial / manufacturing facility (see below).

1.2 Project History

A Phase I Environmental Site Assessment (Phase I ESA) was performed of the Site by C&S Engineers, Inc. (C&S) in January 2019. The Phase I ESA report concluded:

- *“The structure, located on the Site, was constructed some time before 1892. Based on the historical documents reviewed, the original occupants are not known, but over the years, the Site has been occupied by Papworth Mail Order Company, potato chip warehousing, Haverly Electric Company, carpet cleaning business, Dean Materials Supply Company, and Strathmore Products. According to Strathmore Products personnel, the structure was also used in the early 20th century as a jail and for the manufacturing of fire trucks. A large coal pile was located on the southern portion of the subject property in the 1950s. Generally, historical surrounding land use has been commercial or industrial in nature.*
- *Four (4) petroleum and chemical underground storage tanks (USTs) were closed in place at the Site in the mid-1980s. The USTs included:*
 - *Two (2) 1,000 to 2,000-gallon USTs that formerly contained gasoline, with one (1) of these USTs being located along the eastern side of the structure (at the loading docks) and the other being located along the western side of the structure (in the asphalt parking lot). Evidence of the USTs, such as fill or vent pipes, were not identified. However, their locations were identified by Strathmore Products personnel at the time of the site reconnaissance. A tank, shown on the 1953 to 1990 fire insurance maps and believed to be one of the gasoline USTs, is located along the eastern side of the structure.*
 - *One (1) 15,000-gallon UST with three (3) compartments that historically held xylene, toluene, and Aromatic 100. The UST is located along the eastern side of the structure at the loading docks. The vent and fill pipes were observed within the fence line.*
 - *One (1) 2,000-to-5,000-gallon UST holding No.4 heating oil. The UST [is located] along the eastern side of the structure at the loading docks. Evidence of the tank, such as fill or vent pipes, were not identified. However, their locations were identified by Strathmore Products personnel at the time of the site reconnaissance.*

VAPOR INTRUSION INVESTIGATION REPORT

Former Strathmore Paints, 1970 West Fayette Street, Syracuse, New York

Mr. Bockus indicated that the fire department was involved in the tank closures and that each tank was emptied, cleaned, and subsequently filled with sand or concrete. Documentation regarding their proper closure was not provided by Strathmore Products or the New York State Department of Environmental Conservation (NYSDEC). A response from the Syracuse Fire Department is still pending. Therefore, the USTs are considered Recognized Environmental Conditions (RECs).

- *The paint manufacturing process has resulted in the spillage of paints to the basement floor. The types and amount of paint spilled, as well as the construction and condition of the underlying floor is unknown. Therefore, the spillage of product from the historical utilization of the Site for paint manufacturing is considered a REC.”*

Based on these concerns, it was determined that vapor intrusion testing be performed at the Site.

VAPOR INTRUSION INVESTIGATION REPORT

Former Strathmore Paints, 1970 West Fayette Street, Syracuse, New York

2.0 SCOPE OF SERVICES AND INVESTIGATION NOTES

2.1 Pre-Sampling Inspection & Product Inventory

Prior to initiating sampling activities, AECC performed a walkthrough of the building to evaluate the physical layout / condition of the building and to identify conditions that may affect or interfere with the proposed sampling plan. The information collected during the preliminary inspection is summarized below:

General Construction Characteristics	<p>The building is of primarily brick construction, with a foundation of several types, including brick and field-stone. The building contains three floors fully aboveground and a partially-subgrade basement. The basement floor is concrete and is sloped in certain areas, creating basement areas of slightly differing elevations. The concrete slab appeared 4 to 8 inches thick in the areas where sub-slab sampling was performed (see attached Figure 1).</p> <p>The topography surrounding the building is varied, with higher elevations present on the southern side of the building and lower elevations present on the northern side of the building. One overhead garage door, two personnel doors, and two windows are located along the northern side of the basement. The southern portion of the basement is below-grade (with no windows or doors present).</p> <p>Dirt, debris, and apparent paint residue were noted in several areas of the basement. This limited AECC's ability to observe the concrete floor / slab condition in those areas. The concrete floor otherwise appeared in good condition.</p> <p>Other features of the basement / foundation include:</p> <ul style="list-style-type: none">• A concrete ramp, hydraulic lift, and lift-pit approximately 8' below surrounding floor level in a northeastern portion of the basement. A small amount of water was present within the pit at the time of site activities.• An elevator pit approximately 2' below surrounding floor level in a northwestern portion of the basement.• Two sumps along the southeastern wall, with "dirty" water present in one of the sump pits and water exhibiting a slight sheen in the other (eastern sump) at the time of site activities.• A narrow (1-2' wide) trench approximately 1' below surrounding grade in a northern portion of the basement. The trench contained debris at the time of site activities, and appeared to be self-contained with no discharge location.
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VAPOR INTRUSION INVESTIGATION REPORT

Former Strathmore Paints, 1970 West Fayette Street, Syracuse, New York

Recent Renovations or Maintenance to the Building	No indications of recent renovations to the building were observed.
Mechanical Equipment / Conditions (with the potential to affect pressure gradients)	The building is unoccupied / vacant. At the time of the sampling, HVAC equipment in the basement was operating. The upper floors are climate-controlled, with radiant heat operating at the time of sampling activities.
Use / Storage of Chemical, Petroleum, Cleaning, or Cosmetic Products	At the time of site activities, several chemicals / products were observed (primarily in the boiler room) that are further described in the Product Inventory Table below.
Recent Use of Petroleum-Based Finishes or Products Containing VOCs	No recent use of petroleum-based finishes, or products containing VOCs, were noted by AECC personnel.

PRODUCT INVENTORY				
Product	Location	Container Type	Quantity	Condition
Unknown liquid	North Storage Room	55-gallon steel drum	1	Bunghole open. The drum apparently collects liquid from the adjacent tank (possible compressor)
Unknown liquid	North Storage Room	5-gallon plastic bucket	1	Uncovered bucket of unknown liquid
WD-40	Shelf in Boiler Room	1-pint aerosol can	1	Intact, sealed
Germicidal Bleach	Shelf in Boiler Room	1-gallon plastic jug	1	Intact, sealed
Apparent Motor Oil	Shelf in Boiler Room	1-gallon plastic jug	1	Intact, sealed
Spray Paint / Primer	Shelf in Boiler Room	12 oz. aerosol can	2	Intact, sealed
Grease	Shelf in Boiler Room	14.5 oz. can	1	Intact, sealed
Hydraulic Jack Oil	Shelf in Boiler Room	0.5-gallon plastic jug	1	Intact, sealed
Insecticide (Hornet/Wasp Killer)	Shelf in Boiler Room	aerosol can	1	Intact, sealed
Boiler Treatment Chemical (Liquid Oxygen Scavenger)	Boiler Room	5-gallon plastic container	2	Intact, sealed
Hydraulic Oil	Boiler Room	5-gallon bucket with lid	2	Intact, sealed
Emulsion Bowl Cleaner	Shelf in Boiler Room	1-quart plastic container	1	Intact, sealed
Floor Tile Adhesive	Shelf in Boiler Room	1-gallon plastic bucket with lid	1	Intact, sealed

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Note that the product inventory only encompasses the basement level, and does not account for products that may exist on the upper floors of the building.

2.2 Vapor Intrusion Air Sampling

Sampling was conducted by AECC personnel over an approximate 24-hour period, from January 21 to 22, 2021. During the sampling period, the building was unoccupied / vacant, and the building's heating equipment for the upper floors was in normal operation. For the duration of the sampling period, outdoor conditions were generally seasonal (wintertime), with some occasional snowy precipitation. Temperatures ranged from the mid-20s °F to mid-30s °F during the sampling period.

The soil vapor intrusion investigation involved the installation of three sub-slab vapor sampling points. AECC collected a sub-slab vapor sample from each of the installed sub-slab locations, three general indoor samples adjacent to the sub-slab sampling locations, and one outdoor (control) air sample. The sub-slab vapor samples were given a "SS-" designation. The indoor air samples were given an "IA-" designation. The outdoor air sample was given an "OA-" designation.

2.2.1 Sample Location Selection

AECC selected the sample locations to generally encompass conditions representative of the building, while also taking into consideration items that could adversely affect the sampling process and generate biased results (identified during the pre-sampling inspection, as described above). The following was considered:

- Accessibility of areas and where sampling equipment would remain undisturbed
- Location relative to the building footprint (even spacing around the basement area to cover the entire footprint as best feasible, given the number of sample locations provided in the scope)
- Building / foundation construction characteristics, as described above
- The location of chemical/petroleum products within the building, as described above

Sample locations are shown on the attached Figure 1, and photographs of the sample locations are included in Attachment A.

2.2.2 Sub-Slab Vapor Point Installation

At the sub-slab soil vapor sampling location, a hammer drill was used to advance a 5/8" diameter hole through the concrete slab, into the underlying base / soil. The borehole and the area immediately surrounding the borehole were hand-swept clean. Upon completion of the borehole, a length of 5/8" diameter Teflon® tubing was inserted into the borehole, so that the tubing nearly penetrated the bottom of the concrete slab, and approximately 8-12" of tubing was left extended above the slab to allow for connection to the sampling apparatus. Laboratory-supplied putty was used to form an airtight seal between the borehole and the sample tubing. Helium leak testing, using an enclosed stainless steel shroud and an attached Restek helium detection monitor, was performed to ensure that an airtight seal had been achieved.

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2.2.3 Soil Vapor Sample Collection

The sub-slab vapor samples were collected in the following manner:

- The soil vapor point hose was attached to a one-liter Summa canister affixed with a 24-hour flow regulator.
- The canister's flow valve was opened and the sample was collected over a period of approximately 24 hours.
- The negative pressure (vacuum) was recorded in the field notebook at the start and conclusion of the sample collection period.
- Upon the completion of sampling activities, the canister's flow valve was closed, and the canister was labeled and logged.

The indoor and outdoor air samples were collected in a similar fashion, with the following differences:

- For ambient air samples, tubing was not necessary. Rather, a dirt and dust filter was placed over the inlet valve.
- For the ambient indoor air samples, the sampling equipment was set up to collect samples approximately 3 to 5 feet above the floor to mimic the typical breathing zone.
- In order to reduce the visibility of the outdoor sampling device and prevent tampering, the outdoor air sample was located outside the western portion of the building, behind a fenced area of the Site, approximately 4 to 5 feet above the ground.

Air samples were packaged and delivered to the laboratory for analysis of VOCs by USEPA Method TO-15.

2.2.4 Laboratory & Sampling Equipment Information

Sampling equipment and supplies were provided by Centek Laboratories, LLC (Centek). Centek maintains accreditation for the target analyses under the New York State Department of Health's Environmental Laboratory Approval Program (ELAP). The following is a summary of the specific details of the sample canisters provided by Centek that were utilized during this investigation:

- The sampling apparatus at each location consisted of an air sampling unit with two parts: a Summa canister and a time release regulator. The high-purity flow regulation system uses vacuum pressure to fill the canister at a constant rate. Thus, no power is required to operate the system.
- The laboratory calibrated each regulator for a 24-hour sampling duration. The canisters were equipped with a shutoff diaphragm that closes prior to pressure equalizing with the ambient air pressure if the sample duration exceeded 24-hours, to ensure sample integrity. The canister size was selected to provide sufficient volume at the desired flow rate for sample analysis. All regulators were checked and the final vacuum (negative pressure) was recorded, prior to retrieving the canisters.
- Centek cleans its sampling canisters using nitrogen. As such, AECC utilized helium as a tracer gas during the collection of sub-slab samples to verify sample integrity.

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2.2.5 Sampling Precautions

To avoid potential interferences, the following steps and measures were taken by AECC personnel:

- The field sampling personnel did not pump gasoline en-route to the Site. This was done to avoid the potential introduction of VOCs via clothing or contact from such activities.
- Field notes and sample canister labels were prepared with ballpoint pens, and no use of “Sharpie” or similar type markers containing VOCs occurred during the sampling event.
- Clothes worn by sampling personnel had not been recently dry-cleaned.

2.2.6 Sample Log

The locations of samples collected during this investigation are depicted on the attached Figure 1 and are summarized in the following table:

Sample ID	Sample Location	Collection Start*	Collection End*
SS-01	Sub-Slab Vapor – Northern Area	1/21/21 at 1042	1/22/21 at 1030
SS-02	Sub-Slab Vapor – Western Area	1/21/21 at 1103	1/22/21 at 1038
SS-03	Sub-Slab Vapor – Eastern Area	1/21/21 at 1115	1/22/21 at 1041
IA-04	Indoor Air – Northern Area (adjacent to SS-01)	1/21/21 at 1120	1/22/21 at 1036
IA-05	Indoor Air – Western Area (adjacent to SS-02)	1/21/21 at 1122	1/22/21 at 1046
IA-06	Indoor Air – Eastern Area (adjacent to SS-03)	1/21/21 at 1126	1/22/21 at 1049
IA-D^	Indoor Air – Eastern Area (adjacent to SS-03 & IA-06)	1/21/21 at 1126	1/22/21 at 1049
OA-07	Outdoor Air – Western Fenced-In Area	1/21/21 at 1139	1/22/21 at 1101

*Month/Day/Year and 24-hour format

^ - Sample IA-D was collected in the same location and at the same time as IA-06 (Field Duplicate Sample)

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2.2.7 *Sub-Slab Vapor Point Abandonment*

At the conclusion of sampling activities and after all sampling equipment had been removed, the boreholes were filled with liquid Sakrete (concrete crack filler).

2.3 Limitations

AECC performed services in a manner consistent with the level of care and expertise exercised by the environmental consulting industry operating in similar conditions during the same time as our services were rendered.

The assessment, conclusions, and recommendations presented are based on a subjective evaluation of limited data. They may not represent all conditions at the Site, as they reflect the information gathered from specific locations during a specific timeframe.

Our services consist of professional opinions and recommendations made in accordance with generally accepted environmental consulting principles and practices, and are designed to provide an analytical tool to assist the Client. AECC, or those representing AECC, bear no responsibility for the actual condition of the structure or safety of a site pertaining to Indoor Air Quality (IAQ) or Soil Vapor Intrusion (SVI), regardless of the actions taken by the Client. Changes in the Property conditions, building environment, property activities, control operation, and remedial actions may affect IAQ, which in turn would affect our recommendations.

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3.0 DISCUSSION OF ANALYTICAL RESULTS

A summary of the laboratory analytical results is presented as the attached Table 1 and the full analytical results from Centek are included as Attachment B. Results were compared to values and matrices presented in the *Guidance for Evaluating Soil Vapor Intrusion in the State of New York* (October 2006; Amended May 2017), and the June 2015 Vapor Intrusion Carcinogenic Risks and Non-Carcinogenic Hazards presented in the USEPA Office of Solid Waste and Emergency Response (OSWER) *Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air*.

As shown in the table below, a total of 36 VOCs were detected within the indoor air samples, of which 16 are non-halogenated compounds and 10 are halogenated compounds. Most of the detected contaminants are related to petroleum (especially gasoline) or paint manufacturing (solvents / paint thinners).

Compound Detected	Sub-Slab	Indoor Air	Outdoor	Notes
Non-Halogenated VOC				
1,2,4-Trimethylbenzene	X	X		Petroleum-related compound
1,3,5-Trimethylbenzene	X	X		Petroleum-related compound
2,2,4-Trimethylpentane	X			Isomer of octane, often associated with gasoline
Acetone*	X	X	X	Common contaminant; also a paint thinner
Benzene*	X	X	X	Petroleum-related compound
Carbon disulfide	X	X		Solvent, possibly used in paint manufacturing
Cyclohexane	X			Used in paint manufacturing
Ethylbenzene		X		Often associated with gasoline
Heptane	X	X		Often associated with gasoline
Hexane*	X	X	X	Associated with gasoline; also a common solvent
Isopropyl alcohol	X	X	X	Common solvent and paint thinner
m&p-Xylene	X	X		Xylene previously used on-site (paint manufacturing)
Methyl Ethyl Ketone	X	X	X	Common solvent and paint thinner
Methyl Isobutyl Ketone	X	X		Common solvent and paint thinner
o-Xylene		X		Xylene previously used on-site (paint manufacturing)
Toluene	X	X		Toluene previously used onsite (paint manufacturing)
Halogenated VOC				
Carbon tetrachloride*		X	X	Solvent, used in paint manufacturing
Chloroform	X			Methyl chloroform used in paint manufacturing
Chloromethane*	X	X	X	Sources include both natural and man-made
1,2-Dichloroethane	X			Breakdown component of trichloroethane
cis-1,2-Dichloroethene	X			Breakdown component of trichloroethane
Freon 11*	X	X	X	Common contaminant
Freon 12*	X	X	X	Common contaminant
Methylene chloride*	X	X	X	Common solvent and paint thinner
Trichloroethene	X	X		Common solvent and paint thinner
1,1,1-Trichloroethane	X			Common solvent and paint thinner

*Compound detected in the indoor air at the same or similar concentration as the outdoor air.

Based on the detections relative to sub-slab vapor, indoor air, and outdoor air, certain general conclusions can be drawn:

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GENERAL OBSERVATION MATRIX				
Detected (Y/N)			Conclusion	Associated Compounds
Sub-Slab	Indoor Air	Outdoor		
Y	Y	Y	Indoor air concentrations likely influenced by both sub-slab vapor and outdoor air	Benzene, Methyl Ethyl Keytone, Freon 11, Freon 12
Y	Y ^L	Y	If indoor air concentrations are an order of magnitude less than sub-slab vapor concentrations, the building foundation is likely mitigating vapor intrusion to building interior	Acetone, Hexane, Isopropyl Alcohol, Methylene Chloride
Y	Y ^H	Y	If indoor air concentrations are greater than sub-slab vapor concentrations and outdoor air concentrations, indoor air concentrations are likely influenced by products stored/used	Chloromethane
Y	Y	N	Indoor air concentrations likely influenced by sub-slab vapor	None
Y	Y ^L	N	If indoor air concentrations are an order of magnitude less than sub-slab vapor concentrations, the building foundation is likely mitigating vapor intrusion to building interior	Carbon Disulfide, Heptane, Trichloroethene
Y	Y ^H	N	If indoor air concentrations are greater than sub-slab vapor concentrations, indoor air concentrations are likely influenced by products stored/used*	1,2,4-Trimethylbenzene, 1,3,5-Trimethylbenzene, m&p Xylene, Methyl Isobutyl Keytone, Toluene
Y	N	N	Building foundation likely mitigating vapor intrusion to building interior	2,2,4-Trimethylpentane, Chloroform, Cyclohexane, 1,2-Dichloroethane, cis-1,2-Dichloroethene, 1,1,1-Trichloroethane
Y	N	Y	Building foundation likely mitigating vapor intrusion to building interior, indoor sample location not influenced by building doors, windows, or vents (possible positive pressure in this area)	None
N	Y	N	Indoor air concentrations are likely influenced by products stored/used*	Ethylbenzene, o-Xylene
N	Y	Y	Indoor air concentrations likely influenced by outdoor air	Carbon Tetrachloride

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GENERAL OBSERVATION MATRIX				
Detected (Y/N)			Conclusion	Associated Compounds
Sub-Slab	Indoor Air	Outdoor		
N	Y ^H	Y	If indoor air concentrations are greater than outdoor air concentrations, indoor air concentrations likely influenced by products stored/used	None
N	N	Y	Indoor sample location not influenced by building doors, windows, or vents (possible positive pressure in this area)	None

Given the higher indoor concentrations of several gasoline-related compounds at SS-01/IA-04, it is possible that stored or formerly-spilled gasoline is contributing to indoor air concentrations of these VOCs in this location.

3.1 Comparison to NYSDOH Guidance Values

The NYSDOH provides indoor air guidance values for three of the compounds encompassed by the TO-15 laboratory analysis. These three compounds are:

Compound	NYSDOH Indoor Air Guidance Value ($\mu\text{g}/\text{m}^3$)
Methylene Chloride	60
Tetrachloroethylene	30
Trichloroethene (AKA Trichloroethylene)	2

Methylene chloride was detected in all four of the indoor samples at concentrations of $0.56\mu\text{g}/\text{m}^3$ (IA-04), $0.49\mu\text{g}/\text{m}^3$ (IA-05), $0.56\mu\text{g}/\text{m}^3$ (IA-06), and $0.52\mu\text{g}/\text{m}^3$ (IA-D).

Tetrachloroethylene was not detected in any of the indoor air samples collected during this investigation.

Trichloroethene (also known as ‘trichloroethylene’ or ‘TCE’) was detected in indoor air sample IA-04 at a concentration of $0.27\mu\text{g}/\text{m}^3$ (well below the NYSDOH Guidance Value of $2\mu\text{g}/\text{m}^3$). TCE was not detected in indoor air samples IA-05, IA-06, and IA-D.

3.2 Comparison to NYSDOH Matrices

The NYSDOH presents decision-making matrices based upon a comparison of indoor air (IA) and sub-slab (SS) concentrations of eight compounds:

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Applicable Matrix	Applicable Compounds
Matrix A	Trichloroethene, cis-1,2-Dichloroethene, 1,1-Dichloroethene, and Carbon Tetrachloride
Matrix B	Tetrachloroethene 1,1,1-Trichloroethane, and Methylene Chloride
Matrix C	Vinyl Chloride

The decision matrices take into account and compare the concentrations of the compounds detected in the indoor air to concentrations detected in the sub-slab vapors, and recommend an appropriate response. The responses include taking no further action, monitoring the condition, identifying the source and resampling, or mitigation. The data collected from the Site were compared to the decision matrices, and the results are presented below:

NYSDOH Matrix	Compound	Maximum Indoor Air Concentration (ug/m ³)	Maximum Sub-Slab Vapor Concentration (ug/m ³)	Outdoor Air Concentration (ug/m ³)	NYSDOH-Recommended Response
A	Trichloroethene	0.27	2.1	ND	No Further Action
	cis-1,2-Dichloroethene	ND	0.79	ND	No Further Action
	1,1-Dichloroethene	ND	ND	ND	No Further Action
	Carbon Tetrachloride	0.50	ND	0.50	No Further Action
B	Tetrachloroethene	ND	ND	ND	No Further Action
	1,1,1-Trichloroethane	ND	1.7	ND	No Further Action
	Methylene Chloride	0.56	20	0.45	No Further Action
C	Vinyl Chloride	ND	ND	ND	No Further Action

No further action is required with respect to the eight compounds regulated by the NYSDOH.

3.3 Comparison to USEPA Risk-Based Values

The EPA has established risk-based recommended guidance values, divided into cancer and non-cancer risks. Common industry practice is to compare the EPA guidance of a lifetime cancer risk of 10⁻⁴ (1/10,000) as a target to evaluate human health risk as part of site cleanup. For reference, at the 10⁻⁴ level, if 10,000 office workers breathed air with a certain concentration of contaminant for eight hours per day for 250 days a year for a 25 year period, it is possible that one of the 10,000 people could develop cancer over a 70-year period due to exposure from the contaminant.

During this investigation, it was determined that the concentrations of the sampled VOCs in indoor air do not exceed the USEPA's cancer risk factor of 10⁻⁴ (see the attached Table 1).

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4.0 CONCLUSIONS AND RECOMMENDATIONS

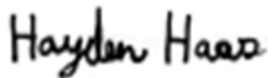
Trace concentrations of certain VOCs associated with petroleum (especially gasoline) and paint manufacturing (including solvents / paint thinners) were detected in sub-slab vapor and indoor air.

No compounds were detected at concentrations that exceed NYSDOH guidance values or USEPA 10^{-4} cancer risk values (with respect to VOCs), or trigger future actions based on the NYSDOH decision matrices.

For several detected VOCs, the lower concentrations identified in indoor air compared to sub-slab vapor indicates that the building foundation is effectively preventing sub-slab vapor from migrating to the interior of the building. The building foundation should be kept in good condition in order to further prevent potential future vapor migration.

If you have any questions pertaining to this report, please contact our corporate office at (315) 432-9400. AECC appreciates the opportunity to work with you on this project.

Sincerely,
Asbestos & Environmental Consulting Corporation



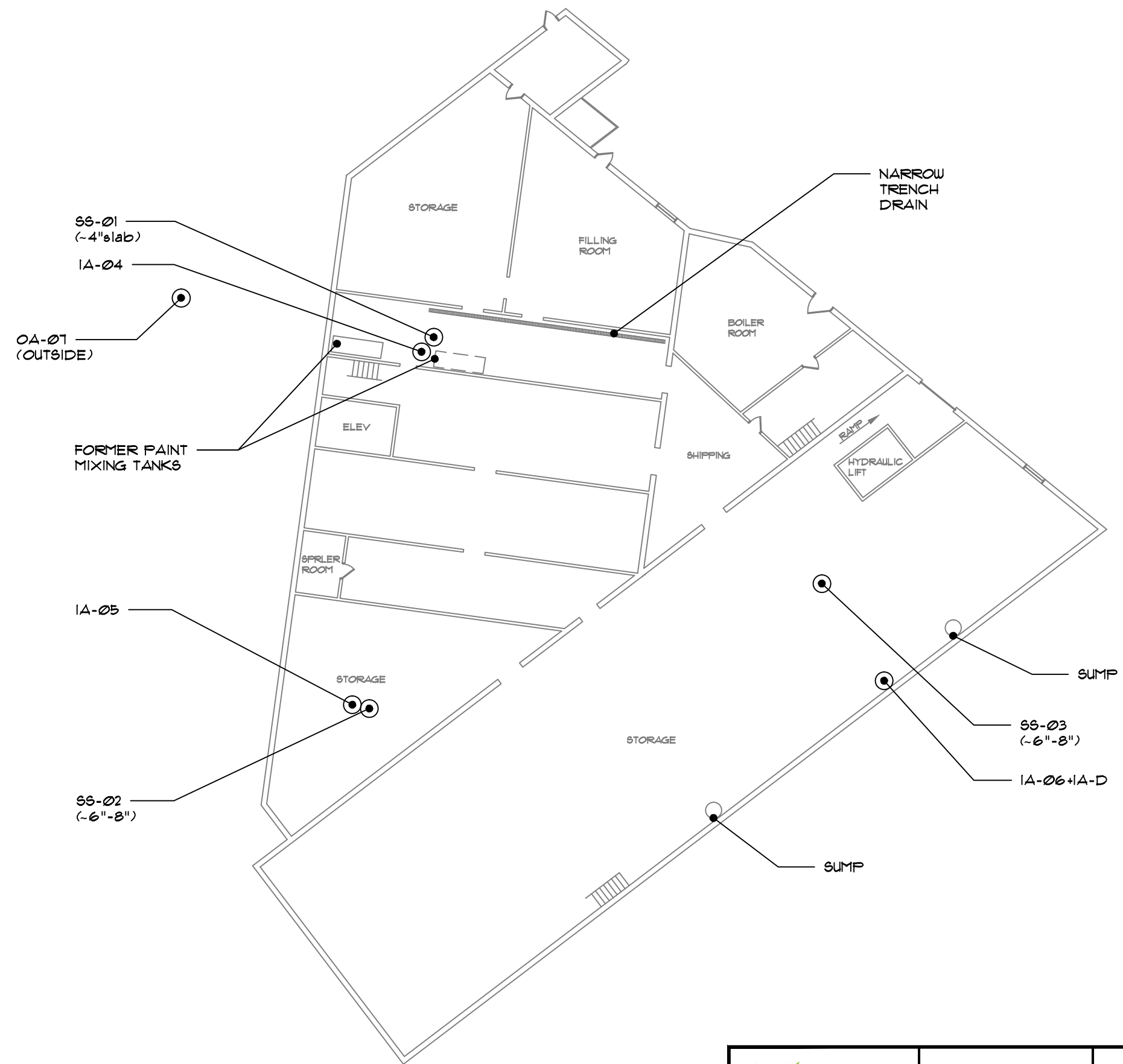
Hayden Haas
Environmental Scientist




Nevin Bradford
Vice President

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 Asbestos & Environmental Consulting Corporation 6308 Fly Road East Syracuse, NY 13057	PROJECT NO. 20-131	PROJECT TITLE: SOIL VAPOR INTRUSION SAMPLING	FIGURE 1
	DRAWN: FEB. 2021	CLIENT: STATE OF NEW YORK	
	DRAWN BY: NP	CHECKED BY: BB	SOIL VAPOR INTRUSION SAMPLING

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Analyte	CAS	NYSDOH Guidance Value [^]	EPA Target Indoor Air Concentration (Risk = 10 ⁻⁴)*	Sample ID / Date Collected								
				SS-01	SS-02	SS-03	IA-04	IA-05	IA-06	IA-D	OA-07	
				Sub-Slab	Sub-Slab	Sub-Slab	Basement	Basement	Basement	Sampled at IA-06	Outdoor	
1,1,1-Trichloroethane	71-55-6	(Matrix B)	2200	1.4	1.7	ND	ND	ND	ND	ND	ND	ND
1,1,2,2-Tetrachloroethane	79-34-5		4.2	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,1,2-Trichloroethane	79-00-5		15	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,1-Dichloroethane	75-34-3		500	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,1-Dichloroethene	75-35-4	(Matrix A)		ND	ND	ND	ND	ND	ND	ND	ND	ND
1,2,4-Trichlorobenzene	120-82-1		200	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,2,4-Trimethylbenzene	95-63-6		6	0.54 J	ND	0.49 J	1.2	ND	ND	ND	ND	ND
1,2-Dibromoethane	106-93-4		0.2	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,2-Dichlorobenzene	95-50-1		200	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,2-Dichloroethane	107-06-2		94	0.45 J	0.57 J	0.81	ND	ND	ND	ND	ND	ND
1,2-Dichloropropane	78-87-5		4	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,3,5-Trimethylbenzene	108-67-8		6	0.54 J	ND	ND	0.59 J	ND	ND	ND	ND	ND
1,3-butadiene	106-99-0		0.87	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,3-Dichlorobenzene	541-73-1		110	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,4-Dichlorobenzene	106-46-7		800	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,4-Dioxane	123-91-1			ND	ND	ND	ND	ND	ND	ND	ND	ND
2,2,4-trimethylpentane	540-84-1			ND	ND	0.61 J	ND	ND	ND	ND	ND	ND
4-ethyltoluene	622-96-8			ND	ND	ND	ND	ND	ND	ND	ND	ND
Acetone	67-64-1		350	27	16	61	7.1	4.7	7.1	5.1	8.3	8.3
Allyl chloride	107-05-1			ND	ND	ND	ND	ND	ND	ND	ND	ND
Benzene	71-43-2		31	0.54	0.83	4.2	0.42 J	0.48	0.42 J	0.54	0.45	J
Benzyl chloride	100-44-7		5	ND	ND	ND	ND	ND	ND	ND	ND	ND
Bromodichloromethane	75-27-4		14	ND	ND	ND	ND	ND	ND	ND	ND	ND
Bromoform	75-25-2		220	ND	ND	ND	ND	ND	ND	ND	ND	ND
Bromomethane	74-83-9			ND	ND	ND	ND	ND	ND	ND	ND	ND
Carbon disulfide	75-15-0	(Matrix A)	700	11	5.5	4.9	0.37 J	ND	ND	ND	ND	ND
Carbon tetrachloride	56-23-5		16	ND	ND	ND	0.50	0.44	0.50	0.44	0.50	0.50
Chlorobenzene	108-90-7		60	ND	ND	ND	ND	ND	ND	ND	ND	ND
Chloroethane	75-00-3		10000	ND	ND	ND	ND	ND	ND	ND	ND	ND
Chloroform	67-66-3		11	1.4	2.1	2.1	ND	ND	ND	ND	ND	ND
Chloromethane	74-87-3			0.41	ND	ND	0.89	0.85	0.85	0.78	1.0	1.0
cis-1,2-Dichloroethene	156-59-2	(Matrix A)	35	0.59	0.79	0.71	ND	ND	ND	ND	ND	ND
cis-1,3-Dichloropropene	10061-01-5			ND	ND	ND	ND	ND	ND	ND	ND	ND
Cyclohexane	110-82-7			ND	69	68	ND	ND	ND	ND	ND	ND
Dibromochloromethane	124-48-1			ND	ND	ND	ND	ND	ND	ND	ND	ND
Ethyl acetate	141-78-6		3200	ND	ND	ND	ND	ND	ND	ND	ND	ND
Ethylbenzene	100-41-4		220	ND	ND	ND	13	ND	0.78	0.78	ND	ND
Freon 11	75-69-4			1.1	1.1	1.1	1.3	1.3	1.3	1.3	1.3	1.3
Freon 113	76-13-1			ND	ND	ND	ND	ND	ND	ND	ND	ND
Freon 114	76-14-2			ND	ND	ND	ND	ND	ND	ND	ND	ND
Freon 12	75-71-8			2.2	2.6	2.6	2.3	2.3	2.3	2.2	2.3	2.3
Heptane	142-82-5			2.0	4.2	27	0.74	ND	ND	ND	ND	ND
Hexachloro-1,3-butadiene	87-68-3		11	ND	ND	ND	ND	ND	ND	ND	ND	ND
Hexane	110-54-3		200	1.4	25	110	ND	ND	0.35 J	ND	0.39	J
Isopropyl alcohol	67-63-0			15	23	19	1.7	0.79	1.4	1.1	0.91	0.91
m&p-Xylene	179601-23-1		7000	0.56 J	0.61 J	0.52 J	47	1.4	2.9	2.9	ND	ND
Methyl Butyl Ketone	591-78-6			ND	ND	ND	ND	ND	ND	ND	ND	ND
Methyl Ethyl Ketone	78-93-3		1000	1.7	2.4	ND	0.97	0.68 J	0.71 J	0.77 J	0.47	J
Methyl Isobutyl Ketone	108-10-1		80	0.98 J	ND	ND	2.4	ND	0.57 J	0.57 J	ND	ND
Methyl tert-butyl ether	1634-04-4		3000	ND	ND	ND	ND	ND	ND	ND	ND	ND
Methylene chloride	75-09-2	60 (Matrix B)	520	4.7	7.3	20	0.56	0.49 J	0.56	0.52	0.45	J
o-Xylene	95-47-6		7000	ND	ND	ND	8.2	ND	0.65	0.65	ND	ND
Propylene	115-07-1			ND	ND	ND	ND	ND	ND	ND	ND	ND
Styrene	100-42-5		1000	ND	ND	ND	ND	ND	ND	ND	ND	ND
Tetrachloroethylene	127-18-4	30 (Matrix B)	81	ND	ND	ND	ND	ND	ND	ND	ND	ND
Tetrahydrofuran	109-99-9			ND	ND	ND	ND	ND	ND	ND	ND	ND
Toluene	108-88-3			2.7	0.98	1.3	23	0.98	1.7	1.7	ND	ND
trans-1,2-Dichloroethene	156-60-5			ND	ND	ND	ND	ND	ND	ND	ND	ND
trans-1,3-Dichloropropene	10061-02-6			ND	ND	ND	ND	ND	ND	ND	ND	ND
Trichloroethene	79-01-6	2 (Matrix A)	2.2	1.9	2.1	1.9	0.27	ND	ND	ND	ND	ND
Vinyl acetate	108-05-4		200	ND	ND	ND	ND	ND	ND	ND	ND	ND
Vinyl Bromide	593-60-2			ND	ND	ND	ND	ND	ND	ND	ND	ND
Vinyl chloride	75-01-4	(Matrix C)	28	ND	ND	ND	ND	ND	ND	ND	ND	ND
Bromofluorobenzene	460-00-4			0	0	0	0	0	0	0	0	0

All units are in µg/m³

[^] - New York State Department of Health (NYSDOH) "Guidance for Evaluating Soil Vapor Intrusion in the State of New York" dated October 2006 (Number is specific to indoor air), and applicable decision matrices (as updated in 2017)

^{*} - Per USEPA "OSWER Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" dated November 2002

ND - Compound Not Detected at or above method detection limit (MDL)


J - Compound concentration is an estimate, below the limits of quantitation (per the MDL)

BOLD SHADING Compound detected above the NYSDOH guidance value or USEPA target indoor air concentration


ATTACHMENT A

Photographic Log

	<p>1970 West Fayette Street, Syracuse, New York</p>	<p>Date: 1/21/2021</p>
<p>Photo No. 1</p>		
<p>Photo Description:</p>		
<p>Sample locations SS-01 and IA-04</p>		

	<p>1970 West Fayette Street, Syracuse, New York</p>	<p>Date: 1/21/2021</p>
<p>Photo No. 2</p>		
<p>Photo Description:</p>		
<p>Sample locations SS-02 and IA-05</p>		

	<p>1970 West Fayette Street, Syracuse, New York</p>	<p>Date: 1/21/2021</p>
<p>Photo No. 3</p>		
<p>Photo Description:</p>		
<p>Sample locations SS-03 and IA-06/ IA-D</p>		

	<p>1970 West Fayette Street, Syracuse, New York</p>	<p>Date: 1/21/2021</p>
<p>Photo No. 4</p>		
<p>Photo Description:</p>		
<p>Sample location OA-07</p>		

	<p>1970 West Fayette Street, Syracuse, New York</p>	<p>Date: 1/21/2021</p>
<p>Photo No. 5</p>		
<p>Photo Description:</p>		
<p>Eastern sump (including apparent slight sheen atop water)</p>		

	<p>1970 West Fayette Street, Syracuse, New York</p>	<p>Date: 1/21/2021</p>
<p>Photo No. 6</p>		
<p>Photo Description:</p>		
<p>Ramp, hydraulic lift, and overhead door ("loading dock") among northeastern portion of basement</p>		

	<p>1970 West Fayette Street, Syracuse, New York</p>	<p>Date: 1/21/2021</p>
<p>Photo No. 7</p>		
<p>Photo Description:</p>		
<p>SS-01 patched</p>		

	<p>1970 West Fayette Street, Syracuse, New York</p>	<p>Date: 1/21/2021</p>
<p>Photo No. 8</p>		
<p>Photo Description:</p>		
<p>SS-02 Patched</p>		



1970 West Fayette Street, Syracuse, New York

Date: 1/21/2021

Photo No. 9

Photo Description:

SS-03 patched



ATTACHMENT B

Centek Laboratory Analysis Report



CENTEK LABORATORIES, LLC

143 Midler Park Drive * Syracuse, NY 13206
Phone (315) 431-9730 * Emergency 24/7 (315) 416-2752
NYSDOH ELAP Certificate No. 11830

Analytical Report

Nevin Bradford
Asbestos & Environmental Consulting Corporation
6308 Fly Road
East Syracuse, NY 13057

Friday, January 29, 2021
Order No.: C2101037

TEL: (315) 432-9400

FAX (315) 432-9405

RE: Former Stathmore Building

Dear Nevin Bradford:

Centek Laboratories, LLC received 8 sample(s) on 1/22/2021 for the analyses presented in the following report.

I certify that this data package is in compliance with the terms and conditions of the Contract, both technically and for completeness. Release of the data contained in this hardcopy data package and/or in the computer readable data submitted has been authorized by the Laboratory Manager or his designee, as verified by the following signature.

Centek Laboratories performs all analyses according to EPA, NIOSH or OSHA-approved analytical methods. Centek Laboratories is dedicated to providing quality analyses and exceptional customer service. All method blanks, laboratory spikes, and/or matrix spikes met quality assurance objective except as indicated in the case narrative. All samples were received and analyzed within the EPA recommended holding times. Test results are not Method Blank (MB) corrected for contamination.

We do our best to make our reporting format clear and understandable and hope you are thoroughly satisfied with our services. Please contact your client service representative at (315) 431-9730 or myself, if you would like any additional information regarding this report.

Thank you for using Centek Laboratories. This report can not be reproduced except in its entirety, without prior written authorization.

Sincerely,

William Dobbin
Lead Technical Director

Disclaimer: The test results and procedures utilized, and laboratory interpretations of the data obtained by Centek as contained in this report are believed by Centek to be accurate and reliable

for sample(s) tested. In accepting this report, the customer agrees that the full extent of any and all liability for actual and consequential damages of Centek for the services performed shall be equal to the fee charged to the customer for the services as liquidated damages. ELAP does not offer certification for the following parameters by this method at present time, they are: 4-ethyltoluene, ethyl acetate, propylene, Tetrahydrofuran, 4-PCH, sulfur derived and silicon series compounds.

Centek Laboratories, LLC Terms and Conditions

Sample Submission

All samples sent to Centek Laboratories should be accompanied by our Request for Analysis Form or Chain of Custody Form. A Chain of Custody will be provided with each order shipped for all sampling events, or if needed, one is available at our website www.CentekLabs.com. Samples received after 3:00pm are considered to be a part of the next day's business.

Sample Media

Samples can be collected in an canister or a Tedlar bag. Depending on your analytical needs, Centek Laboratories may receive a bulk, liquid, soil or other matrix sample for headspace analysis.

Blanks

Every sample is run with a surrogate or tracer compound at a pre-established concentration. The surrogate compound run with each sample is used as a standard to measure the performance of each run of the instrument. If required, a Minican can be provided containing nitrogen to be run as a trip blank with your samples.

Sampling Equipment

Centek Laboratories will be happy to provide the canisters to carry-out your sampling event at no charge. The necessary accessories, such as regulators, tubing or personal sampling belts, are also provided to meet your sampling needs. The customer is responsible for all shipping charges to the client's destination and return shipping to the laboratory. Client assumes all responsibility for lost, stolen and any damages of equipment.

Turn Around time (TAT)

Centek Laboratories will provide results to its clients in one business-week by 6:00pm EST after receipt of samples. For example, if samples are received on a Monday they are due on the following Monday by 6:00pm EST. Results are faxed or emailed to the requested location indicated on the Chain of Custody. Non-routine analysis may require more than the one business-week turnaround time. Please confirm non-routine sample turnaround times.

Reporting

Results are emailed or faxed at no additional charge. A hard copy of the result report is mailed within 24 hours of the faxing or emailing of your results. Cat "B" like packages are within 3-4 weeks from time of analysis. Standard Electronic Disk Deliverables (EDD) is also available at no additional charge.

Payment Terms

Payment for all purchases shall be due within 30 days from date of invoice. The client agrees to pay a finance charge of 1.5% per month on the overdue balance and cost of collection, including attorney fees, if collection proceedings are necessary. You must have a completed credit

application on file to extend credit. Purchase orders or checks information must be submitted for us to release results

Rush Turnaround Samples

Expedited turn around times is available. Please confirm rush turnaround times with Client Services before submitting samples.

Applicable Surcharges for Rush Turnaround Samples:

Same day TAT = 200%

Next business day TAT by Noon = 150%

Next business day TAT by 6:00pm = 100%

Second business day TAT by 6:00pm = 75%

Third business day TAT by 6:00pm = 50%

Fourth business day TAT by 6:00pm = 35%

Fifth business day = Standard

Statement of Confidentiality

Centek Laboratories, LLC is aware of the importance of the confidentiality of results to many of our clients. Your name and data will be held in the strictest of confidence. We will not accept business that may constitute a conflict of interest. We commonly sign Confidential Nondisclosure Agreements with clients prior to beginning work. All research, results and reports will be kept strictly confidential. Secrecy Agreements and Disclosure Statements will be signed for the client if so specified. Results will be provided only to the addressee specified on the Chain of Custody Form submitted with the samples unless law requires release. Written permission is required from the addressee to release results to any other party.

Limitation on Liability

Centek Laboratories, LLC warrants the test results to be accurate to the methodology and sample type for each sample submitted to Centek Laboratories, LLC. In no event shall Centek Laboratories, LLC be liable for direct, indirect, special, punitive, incidental, exemplary or consequential damages, or any damages whatsoever, even if Centek Laboratories, LLC has been previously advised of the possibility of such damages whether in an action under contract, negligence, or any other theory, arising out of or in connection with the use, inability to use or performance of the information, services, products and materials available from the laboratory or this site. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit and or loss of or damage to property and claims of third parties.



CLIENT: Asbestos & Environmental Consulting Corp
Project: Former Stathmore Building
Lab Order: C2101037

CASE NARRATIVE

Samples were analyzed using the methods outlined in the following references:

Centek Laboratories, LLC SOP TS-80
Compendium of Methods for the Determination of Toxic Organic Compounds, Compendium Method TO-15, January 1999

All method blanks, laboratory spikes, and/or matrix spikes met quality assurance objective except as indicated in the corrective action report(s). All samples were received and analyzed within the EPA recommended holding times. Test results are not Method Blank (MB) corrected for contamination.

NYSDEC ASP samples:

Canisters should be evacuated to a reading of less than or equal to 50 millitorr prior to shipment to sampling personnel. The vacuum in the canister will be field checked prior to sampling, and must read 28" of Hg (± 2 ", vacuum, absolute) before a sample can be collected. After the sample has been collected, the pressure of the canister will be read and recorded again, and must be 5" of Hg (± 1 ", vacuum, absolute) for the sample to be valid. Once received at the laboratory, the canister vacuum should be confirmed to be 5" of Hg, ± 1 ". Please record and report the pressure/vacuum of received canisters on the sample receipt paperwork. A pressure/vacuum reading should also be taken just prior to the withdrawal of sample from the canister, and recorded on the sample preparation log sheet. All regulators are calibrated to meet these requirements before they leave the laboratory. However, due to environmental conditions and use of the equipment Centek can not guarantee that this criteria can always be achieved.

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Centek Labs - Chain of Custody
 143 Midler Park Drive
 Syracuse, NY 13206
 315-431-9730
 www.CentekLabs.com

Site Name: Former Strawman Building
 Project: 20-137
 PO#: 20-137
 Quote #: 0-317
 Canister Order #: 8701

Detection Limit: 5ppbv 1ug/M3 1ug/M3 + 0.2 NYS

Report Level: Level I Level II Cat "B" Like

Company: AEC
 Check Here if Same: Invoice to: AEC
 Address: 6308 Fly Pond
 City, State, Zip: East Syracuse, NY 13057
 Email: ntwardford@newyork.gov
 Phone: (315) 432-9400

Sample ID	Date Sampled	Canister Number	Regulator Number	Analysis Request	Field Vacuum Start / Stop	Labs Vacuum Recv/Analysis	Comments
ES-01	1/21/21 - 1/22/21	316	393	TO-15	-30 1 0	01	
ES-02	1/21/21 - 1/22/21	129	375	TO-15	-30 1 0	01	
ES-03	1/21/21 - 1/22/21	139	372	TO-15	-30 1 0	01	
IA-04	1/21/21 - 1/22/21	353	432	TO-15	-30 1 0	01	
IA-05	1/21/21 - 1/22/21	1318	445	TO-15	-30 1 0	-11	
IA-06	1/21/21 - 1/22/21	544	441	TO-15	-30 1 0	01	
OA-07	1/21/21 - 1/22/21	1184	452	TO-15	-30 1 0	+11	
IA-D	1/21/21 - 1/22/21	1177	390	TO-15	-30 1 0	01	

Company: AEC
 Report to: 6308 Fly Pond
 Address: East Syracuse, NY 13057
 Email: ntwardford@newyork.gov
 Phone: (315) 432-9400

Signature: [Signature]
 Date/Time: 1/22/21 11:23
 Courier: CIRCLE ONE UPS Pickup/Dropoff
 **For LAB USE ONLY
 Work Order #: 02101037

***Chain of Custody must be completed in full. Lack of any missing information will affect your Turn Around Times (TAT)
 *** By signing Centek Labs Chain of Custody, you are accepting Centek Labs Terms and Conditions listed on the reverse side.



CENTEK LABORATORIES, LLC

Sample Receipt Checklist

Client Name: AECC

Date and Time Received

1/22/2021

Work Order Number C2101037

Received by: RG

Checklist completed by Robin Juszkiewicz 1-22-21
Signature Date

Reviewed by WD 1/22/2021
Initials Date

Matrix: Carrier name: Pick Up

- Shipping container/cooler in good condition? Yes No Not Present
- Custody seals intact on shipping container/cooler? Yes No Not Present
- Custody seals intact on sample bottles? Yes No Not Present
- Chain of custody present? Yes No
- COC signed when relinquished and received? Yes No
- COC agrees with sample labels? Yes No
- COC completely filled out? Yes No
- Sample containers intact? Yes No
- Sufficient sample volume for indicated test? Yes No
- All samples received within holding time? Yes No
- Container/Temp Blank temperature in compliance? Yes No
- Water - VOA vials have zero headspace? No VOA vials submitted Yes No
- Water - pH acceptable upon receipt? Yes No

Adjusted? _____ Checked by _____

Any No and/or NA (not applicable) response must be detailed in the comments section below

Client contacted: _____ Date contacted: _____ Person contacted: _____

Contacted by: _____ Regarding: _____

Comments: _____

Corrective Action: _____

QC'd By: WD DATE: 2/1/2021



Date: 01-Feb-21

CLIENT: Asbestos & Environmental Consulting Corpo
Project: Former Statmore Building
Lab Order: C2101037

Work Order Sample Summary

Lab Sample ID	Client Sample ID	Tag Number	Collection Date	Date Received
C2101037-001A	SS-01	316,393	1/21/2021	1/22/2021
C2101037-002A	SS-02	129,375	1/21/2021	1/22/2021
C2101037-003A	SS-03	139,372	1/21/2021	1/22/2021
C2101037-004A	IA-04	353,432	1/21/2021	1/22/2021
C2101037-005A	IA-05	1318,445	1/21/2021	1/22/2021
C2101037-006A	IA-06	544,441	1/21/2021	1/22/2021
C2101037-007A	OA-07	1184,452	1/21/2021	1/22/2021

CLIENT: Asbestos & Environmental Consulting Corpo
Project: Former Stathmore Building
Lab Order: C2101037

Work Order Sample Summary

Lab Sample ID	Client Sample ID	Tag Number	Collection Date	Date Received
C2101037-008A	IA-D	1177,390	1/21/2021	1/22/2021

Lab Order: C2101037
 Client: Asbestos & Environmental Consulting Corporation
 Project: Former Stathmore Building

DATES REPORT

Sample ID	Client Sample ID	Collection Date	Matrix	Test Name	TCLP Date	Prep Date	Analysis Date
C2101037-001A	SS-01	1/21/2021	Air	1ug/M3 by Method TO15			1/25/2021
C2101037-002A	SS-02			1ug/M3 by Method TO15			1/24/2021
C2101037-003A	SS-03			1ug/M3 by Method TO15			1/25/2021
C2101037-004A	IA-04			1ug/M3 by Method TO15			1/24/2021
C2101037-005A	IA-05			1ug/m3 w/ 0.2ug/M3 CT-TCE-VC-DCE-1,1DCE			1/23/2021
C2101037-006A	IA-06			1ug/m3 w/ 0.2ug/M3 CT-TCE-VC-DCE-1,1DCE			1/23/2021
C2101037-007A	OA-07			1ug/m3 w/ 0.2ug/M3 CT-TCE-VC-DCE-1,1DCE			1/23/2021
C2101037-008A	IA-D			1ug/m3 w/ 0.2ug/M3 CT-TCE-VC-DCE-1,1DCE			1/24/2021

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-001A

Client Sample ID: SS-01
Tag Number: 316,393
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
FIELD PARAMETERS		FLD		Analyst:		
Lab Vacuum In	0			"Hg		1/22/2021
Lab Vacuum Out	-30			"Hg		1/22/2021
1UG/M3 BY METHOD TO15		TO-15		Analyst: RJP		
1,1,1-Trichloroethane	0.25	0.15		ppbV	1	1/24/2021 1:45:00 AM
1,1,2,2-Tetrachloroethane	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
1,1,2-Trichloroethane	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
1,1-Dichloroethane	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
1,1-Dichloroethene	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
1,2,4-Trichlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
1,2,4-Trimethylbenzene	0.11	0.15	J	ppbV	1	1/24/2021 1:45:00 AM
1,2-Dibromoethane	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
1,2-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
1,2-Dichloroethane	0.11	0.15	J	ppbV	1	1/24/2021 1:45:00 AM
1,2-Dichloropropane	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
1,3,5-Trimethylbenzene	0.11	0.15	J	ppbV	1	1/24/2021 1:45:00 AM
1,3-butadiene	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
1,3-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
1,4-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
1,4-Dioxane	< 0.30	0.30		ppbV	1	1/24/2021 1:45:00 AM
2,2,4-trimethylpentane	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
4-ethyltoluene	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Acetone	11	3.0		ppbV	10	1/25/2021 12:41:00 PM
Allyl chloride	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Benzene	0.17	0.15		ppbV	1	1/24/2021 1:45:00 AM
Benzyl chloride	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Bromodichloromethane	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Bromoform	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Bromomethane	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Carbon disulfide	3.4	1.5		ppbV	10	1/25/2021 12:41:00 PM
Carbon tetrachloride	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Chlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Chloroethane	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Chloroform	0.29	0.15		ppbV	1	1/24/2021 1:45:00 AM
Chloromethane	0.20	0.15		ppbV	1	1/24/2021 1:45:00 AM
cis-1,2-Dichloroethene	0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
cis-1,3-Dichloropropene	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Cyclohexane	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Dibromochloromethane	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Ethyl acetate	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM

Qualifiers:	.	Results reported are not blank corrected	B	Analyte detected in the associated Method Blank
	DL	Detection Limit	E	Estimated Value above quantitation range
	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limit
	JN	Non-routine analyte. Quantitation estimated.	ND	Not Detected at the Limit of Detection
	S	Spike Recovery outside accepted recovery limits	SC	Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-001A

Client Sample ID: SS-01
Tag Number: 316,393
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 BY METHOD TO15		TO-15		Analyst: RJP		
Ethylbenzene	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Freon 11	0.19	0.15		ppbV	1	1/24/2021 1:45:00 AM
Freon 113	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Freon 114	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Freon 12	0.45	0.15		ppbV	1	1/24/2021 1:45:00 AM
Heptane	0.50	0.15		ppbV	1	1/24/2021 1:45:00 AM
Hexachloro-1,3-butadiene	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Hexane	0.39	0.15		ppbV	1	1/24/2021 1:45:00 AM
Isopropyl alcohol	6.2	1.5		ppbV	10	1/25/2021 12:41:00 PM
m&p-Xylene	0.13	0.30	J	ppbV	1	1/24/2021 1:45:00 AM
Methyl Butyl Ketone	< 0.30	0.30		ppbV	1	1/24/2021 1:45:00 AM
Methyl Ethyl Ketone	0.58	0.30		ppbV	1	1/24/2021 1:45:00 AM
Methyl Isobutyl Ketone	0.24	0.30	J	ppbV	1	1/24/2021 1:45:00 AM
Methyl tert-butyl ether	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Methylene chloride	1.4	0.15		ppbV	1	1/24/2021 1:45:00 AM
o-Xylene	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Propylene	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Styrene	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Tetrachloroethylene	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Tetrahydrofuran	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Toluene	0.71	0.15		ppbV	1	1/24/2021 1:45:00 AM
trans-1,2-Dichloroethene	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
trans-1,3-Dichloropropene	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Trichloroethene	0.35	0.15		ppbV	1	1/24/2021 1:45:00 AM
Vinyl acetate	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Vinyl Bromide	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Vinyl chloride	< 0.15	0.15		ppbV	1	1/24/2021 1:45:00 AM
Surr: Bromofluorobenzene	95.0	46.7-129		%REC	1	1/24/2021 1:45:00 AM

Qualifiers:	.	Results reported are not blank corrected	B	Analyte detected in the associated Method Blank
	DL	Detection Limit	E	Estimated Value above quantitation range
	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limit
	JN	Non-routine analyte. Quantitation estimated.	ND	Not Detected at the Limit of Detection
	S	Spike Recovery outside accepted recovery limits	SC	Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-002A

Client Sample ID: SS-02
Tag Number: 129,375
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
FIELD PARAMETERS		FLD		Analyst:		
Lab Vacuum In	0			"Hg		1/22/2021
Lab Vacuum Out	-30			"Hg		1/22/2021
1UG/M3 BY METHOD TO15		TO-15		Analyst: RJP		
1,1,1-Trichloroethane	0.32	0.15		ppbV	1	1/24/2021 2:29:00 AM
1,1,2,2-Tetrachloroethane	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
1,1,2-Trichloroethane	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
1,1-Dichloroethane	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
1,1-Dichloroethene	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
1,2,4-Trichlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
1,2,4-Trimethylbenzene	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
1,2-Dibromoethane	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
1,2-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
1,2-Dichloroethane	0.14	0.15	J	ppbV	1	1/24/2021 2:29:00 AM
1,2-Dichloropropane	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
1,3,5-Trimethylbenzene	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
1,3-butadiene	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
1,3-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
1,4-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
1,4-Dioxane	< 0.30	0.30		ppbV	1	1/24/2021 2:29:00 AM
2,2,4-trimethylpentane	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
4-ethyltoluene	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Acetone	6.6	3.0		ppbV	10	1/25/2021 1:25:00 PM
Allyl chloride	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Benzene	0.26	0.15		ppbV	1	1/24/2021 2:29:00 AM
Benzyl chloride	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Bromodichloromethane	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Bromoform	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Bromomethane	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Carbon disulfide	1.8	0.15		ppbV	1	1/24/2021 2:29:00 AM
Carbon tetrachloride	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Chlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Chloroethane	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Chloroform	0.44	0.15		ppbV	1	1/24/2021 2:29:00 AM
Chloromethane	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
cis-1,2-Dichloroethene	0.20	0.15		ppbV	1	1/24/2021 2:29:00 AM
cis-1,3-Dichloropropene	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Cyclohexane	20	1.5		ppbV	10	1/25/2021 1:25:00 PM
Dibromochloromethane	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Ethyl acetate	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM

Qualifiers:

.	Results reported are not blank corrected	B	Analyte detected in the associated Method Blank
DL	Detection Limit	E	Estimated Value above quantitation range
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limit
JN	Non-routine analyte. Quantitation estimated.	ND	Not Detected at the Limit of Detection
S	Spike Recovery outside accepted recovery limits	SC	Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-002A

Client Sample ID: SS-02
Tag Number: 129,375
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 BY METHOD TO15		TO-15		Analyst: RJP		
Ethylbenzene	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Freon 11	0.19	0.15		ppbV	1	1/24/2021 2:29:00 AM
Freon 113	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Freon 114	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Freon 12	0.53	0.15		ppbV	1	1/24/2021 2:29:00 AM
Heptane	1.0	0.15		ppbV	1	1/24/2021 2:29:00 AM
Hexachloro-1,3-butadiene	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Hexane	7.1	1.5		ppbV	10	1/25/2021 1:25:00 PM
Isopropyl alcohol	9.2	1.5		ppbV	10	1/25/2021 1:25:00 PM
m&p-Xylene	0.14	0.30	J	ppbV	1	1/24/2021 2:29:00 AM
Methyl Butyl Ketone	< 0.30	0.30		ppbV	1	1/24/2021 2:29:00 AM
Methyl Ethyl Ketone	0.82	0.30		ppbV	1	1/24/2021 2:29:00 AM
Methyl Isobutyl Ketone	< 0.30	0.30		ppbV	1	1/24/2021 2:29:00 AM
Methyl tert-butyl ether	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Methylene chloride	2.1	1.5		ppbV	10	1/25/2021 1:25:00 PM
o-Xylene	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Propylene	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Styrene	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Tetrachloroethylene	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Tetrahydrofuran	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Toluene	0.26	0.15		ppbV	1	1/24/2021 2:29:00 AM
trans-1,2-Dichloroethene	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
trans-1,3-Dichloropropene	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Trichloroethene	0.39	0.15		ppbV	1	1/24/2021 2:29:00 AM
Vinyl acetate	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Vinyl Bromide	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Vinyl chloride	< 0.15	0.15		ppbV	1	1/24/2021 2:29:00 AM
Surr: Bromofluorobenzene	96.0	46.7-129		%REC	1	1/24/2021 2:29:00 AM

Qualifiers:
 . Results reported are not blank corrected
 DL Detection Limit
 H Holding times for preparation or analysis exceeded
 JN Non-routine analyte. Quantitation estimated.
 S Spike Recovery outside accepted recovery limits

B Analyte detected in the associated Method Blank
 E Estimated Value above quantitation range
 J Analyte detected below quantitation limit
 ND Not Detected at the Limit of Detection
 SC Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-003A

Client Sample ID: SS-03
Tag Number: 139,372
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
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FIELD PARAMETERS

FLD

Analyst:

Lab Vacuum In	0			"Hg		1/22/2021
Lab Vacuum Out	-30			"Hg		1/22/2021

1UG/M3 BY METHOD TO15

TO-15

Analyst: RJP

1,1,1-Trichloroethane	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
1,1,2,2-Tetrachloroethane	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
1,1,2-Trichloroethane	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
1,1-Dichloroethane	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
1,1-Dichloroethene	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
1,2,4-Trichlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
1,2,4-Trimethylbenzene	0.10	0.15	J	ppbV	1	1/24/2021 3:13:00 AM
1,2-Dibromoethane	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
1,2-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
1,2-Dichloroethane	0.20	0.15		ppbV	1	1/24/2021 3:13:00 AM
1,2-Dichloropropane	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
1,3,5-Trimethylbenzene	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
1,3-butadiene	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
1,3-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
1,4-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
1,4-Dioxane	< 0.30	0.30		ppbV	1	1/24/2021 3:13:00 AM
2,2,4-trimethylpentane	0.13	0.15	J	ppbV	1	1/24/2021 3:13:00 AM
4-ethyltoluene	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Acetone	26	12		ppbV	40	1/25/2021 2:50:00 PM
Allyl chloride	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Benzene	1.3	0.15		ppbV	1	1/24/2021 3:13:00 AM
Benzyl chloride	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Bromodichloromethane	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Bromoform	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Bromomethane	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Carbon disulfide	1.6	0.15		ppbV	1	1/24/2021 3:13:00 AM
Carbon tetrachloride	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Chlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Chloroethane	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Chloroform	0.42	0.15		ppbV	1	1/24/2021 3:13:00 AM
Chloromethane	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
cis-1,2-Dichloroethene	0.18	0.15		ppbV	1	1/24/2021 3:13:00 AM
cis-1,3-Dichloropropene	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Cyclohexane	20	1.5		ppbV	10	1/25/2021 2:08:00 PM
Dibromochloromethane	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Ethyl acetate	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM

Qualifiers:
 . Results reported are not blank corrected
 DL Detection Limit
 H Holding times for preparation or analysis exceeded
 JN Non-routine analyte. Quantitation estimated.
 S Spike Recovery outside accepted recovery limits

B Analyte detected in the associated Method Blank
 E Estimated Value above quantitation range
 J Analyte detected below quantitation limit
 ND Not Detected at the Limit of Detection
 SC Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT:	Asbestos & Environmental Consulting Corpo	Client Sample ID:	SS-03
Lab Order:	C2101037	Tag Number:	139,372
Project:	Former Stathmore Building	Collection Date:	1/21/2021
Lab ID:	C2101037-003A	Matrix:	AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 BY METHOD TO15		TO-15		Analyst: RJP		
Ethylbenzene	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Freon 11	0.19	0.15		ppbV	1	1/24/2021 3:13:00 AM
Freon 113	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Freon 114	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Freon 12	0.52	0.15		ppbV	1	1/24/2021 3:13:00 AM
Heptane	6.6	1.5		ppbV	10	1/25/2021 2:08:00 PM
Hexachloro-1,3-butadiene	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Hexane	32	6.0		ppbV	40	1/25/2021 2:50:00 PM
Isopropyl alcohol	7.8	1.5		ppbV	10	1/25/2021 2:08:00 PM
m&p-Xylene	0.12	0.30	J	ppbV	1	1/24/2021 3:13:00 AM
Methyl Butyl Ketone	< 0.30	0.30		ppbV	1	1/24/2021 3:13:00 AM
Methyl Ethyl Ketone	< 0.30	0.30		ppbV	1	1/24/2021 3:13:00 AM
Methyl Isobutyl Ketone	< 0.30	0.30		ppbV	1	1/24/2021 3:13:00 AM
Methyl tert-butyl ether	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Methylene chloride	5.8	1.5		ppbV	10	1/25/2021 2:08:00 PM
o-Xylene	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Propylene	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Styrene	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Tetrachloroethylene	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Tetrahydrofuran	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Toluene	0.34	0.15		ppbV	1	1/24/2021 3:13:00 AM
trans-1,2-Dichloroethene	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
trans-1,3-Dichloropropene	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Trichloroethene	0.36	0.15		ppbV	1	1/24/2021 3:13:00 AM
Vinyl acetate	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Vinyl Bromide	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Vinyl chloride	< 0.15	0.15		ppbV	1	1/24/2021 3:13:00 AM
Surr: Bromofluorobenzene	95.0	46.7-129		%REC	1	1/24/2021 3:13:00 AM

Qualifiers:	.	Results reported are not blank corrected	B	Analyte detected in the associated Method Blank
	DL	Detection Limit	E	Estimated Value above quantitation range
	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limit
	JN	Non-routine analyte. Quantitation estimated.	ND	Not Detected at the Limit of Detection
	S	Spike Recovery outside accepted recovery limits	SC	Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-004A

Client Sample ID: IA-04
Tag Number: 353.432
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
FIELD PARAMETERS		FLD		Analyst:		
Lab Vacuum In	0			"Hg		1/22/2021
Lab Vacuum Out	-30			"Hg		1/22/2021
1UG/M3 W/ 0.2UG/M3 CT-TCE-VC-DCE-1,1DCE		TO-15		Analyst: RJP		
1,1,1-Trichloroethane	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
1,1,2,2-Tetrachloroethane	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
1,1,2-Trichloroethane	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
1,1-Dichloroethane	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
1,1-Dichloroethene	< 0.040	0.040		ppbV	1	1/23/2021 10:02:00 PM
1,2,4-Trichlorobenzene	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
1,2,4-Trimethylbenzene	0.25	0.15		ppbV	1	1/23/2021 10:02:00 PM
1,2-Dibromoethane	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
1,2-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
1,2-Dichloroethane	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
1,2-Dichloropropane	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
1,3,5-Trimethylbenzene	0.12	0.15	J	ppbV	1	1/23/2021 10:02:00 PM
1,3-butadiene	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
1,3-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
1,4-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
1,4-Dioxane	< 0.30	0.30		ppbV	1	1/23/2021 10:02:00 PM
2,2,4-trimethylpentane	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
4-ethyltoluene	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Acetone	3.0	3.0		ppbV	10	1/24/2021 3:57:00 AM
Allyl chloride	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Benzene	0.13	0.15	J	ppbV	1	1/23/2021 10:02:00 PM
Benzyl chloride	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Bromodichloromethane	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Bromoform	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Bromomethane	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Carbon disulfide	0.12	0.15	J	ppbV	1	1/23/2021 10:02:00 PM
Carbon tetrachloride	0.080	0.030		ppbV	1	1/23/2021 10:02:00 PM
Chlorobenzene	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Chloroethane	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Chloroform	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Chloromethane	0.43	0.15		ppbV	1	1/23/2021 10:02:00 PM
cis-1,2-Dichloroethene	< 0.040	0.040		ppbV	1	1/23/2021 10:02:00 PM
cis-1,3-Dichloropropene	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Cyclohexane	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Dibromochloromethane	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Ethyl acetate	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM

Qualifiers: . Results reported are not blank corrected B Analyte detected in the associated Method Blank
DL Detection Limit E Estimated Value above quantitation range
H Holding times for preparation or analysis exceeded J Analyte detected below quantitation limit
JN Non-routine analyte. Quantitation estimated. ND Not Detected at the Limit of Detection
S Spike Recovery outside accepted recovery limits SC Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-004A

Client Sample ID: IA-04
Tag Number: 353,432
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 W/ 0.2UG/M3 CT-TCE-VC-DCE-1,1DCE			TO-15			Analyst: RJP
Ethylbenzene	3.0	1.5		ppbV	10	1/24/2021 3:57:00 AM
Freon 11	0.24	0.15		ppbV	1	1/23/2021 10:02:00 PM
Freon 113	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Freon 114	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Freon 12	0.46	0.15		ppbV	1	1/23/2021 10:02:00 PM
Heptane	0.18	0.15		ppbV	1	1/23/2021 10:02:00 PM
Hexachloro-1,3-butadiene	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Hexane	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Isopropyl alcohol	0.71	0.15		ppbV	1	1/23/2021 10:02:00 PM
m&p-Xylene	11	3.0		ppbV	10	1/24/2021 3:57:00 AM
Methyl Butyl Ketone	< 0.30	0.30		ppbV	1	1/23/2021 10:02:00 PM
Methyl Ethyl Ketone	0.33	0.30		ppbV	1	1/23/2021 10:02:00 PM
Methyl Isobutyl Ketone	0.58	0.30		ppbV	1	1/23/2021 10:02:00 PM
Methyl tert-butyl ether	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Methylene chloride	0.16	0.15		ppbV	1	1/23/2021 10:02:00 PM
o-Xylene	1.9	1.5		ppbV	10	1/24/2021 3:57:00 AM
Propylene	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Styrene	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Tetrachloroethylene	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Tetrahydrofuran	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Toluene	6.1	1.5		ppbV	10	1/24/2021 3:57:00 AM
trans-1,2-Dichloroethene	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
trans-1,3-Dichloropropene	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Trichloroethene	0.050	0.030		ppbV	1	1/23/2021 10:02:00 PM
Vinyl acetate	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Vinyl Bromide	< 0.15	0.15		ppbV	1	1/23/2021 10:02:00 PM
Vinyl chloride	< 0.040	0.040		ppbV	1	1/23/2021 10:02:00 PM
Surr: Bromofluorobenzene	103	47-124		%REC	1	1/23/2021 10:02:00 PM

Qualifiers:	.	Results reported are not blank corrected	B	Analyte detected in the associated Method Blank
	DL	Detection Limit	E	Estimated Value above quantitation range
	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limit
	JN	Non-routine analyte. Quantitation estimated.	ND	Not Detected at the Limit of Detection
	S	Spike Recovery outside accepted recovery limits	SC	Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-005A

Client Sample ID: IA-05
Tag Number: 1318,445
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
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FIELD PARAMETERS

FLD

Analyst:

Lab Vacuum In	-1			"Hg		1/22/2021
Lab Vacuum Out	-30			"Hg		1/22/2021

1UG/M3 W/ 0.2UG/M3 CT-TCE-VC-DCE-1,1DCE

TO-15

Analyst: RJP

1,1,1-Trichloroethane	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
1,1,2,2-Tetrachloroethane	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
1,1,2-Trichloroethane	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
1,1-Dichloroethane	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
1,1-Dichloroethene	< 0.040	0.040		ppbV	1	1/23/2021 10:47:00 PM
1,2,4-Trichlorobenzene	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
1,2,4-Trimethylbenzene	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
1,2-Dibromoethane	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
1,2-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
1,2-Dichloroethane	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
1,2-Dichloropropane	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
1,3,5-Trimethylbenzene	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
1,3-butadiene	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
1,3-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
1,4-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
1,4-Dioxane	< 0.30	0.30		ppbV	1	1/23/2021 10:47:00 PM
2,2,4-trimethylpentane	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
4-ethyltoluene	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Acetone	2.0	0.30		ppbV	1	1/23/2021 10:47:00 PM
Allyl chloride	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Benzene	0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Benzyl chloride	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Bromodichloromethane	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Bromoform	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Bromomethane	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Carbon disulfide	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Carbon tetrachloride	0.070	0.030		ppbV	1	1/23/2021 10:47:00 PM
Chlorobenzene	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Chloroethane	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Chloroform	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Chloromethane	0.41	0.15		ppbV	1	1/23/2021 10:47:00 PM
cis-1,2-Dichloroethene	< 0.040	0.040		ppbV	1	1/23/2021 10:47:00 PM
cis-1,3-Dichloropropene	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Cyclohexane	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Dibromochloromethane	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Ethyl acetate	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM

Qualifiers:
 . Results reported are not blank corrected
 DL Detection Limit
 H Holding times for preparation or analysis exceeded
 JN Non-routine analyte. Quantitation estimated.
 S Spike Recovery outside accepted recovery limits

B Analyte detected in the associated Method Blank
 E Estimated Value above quantitation range
 J Analyte detected below quantitation limit
 ND Not Detected at the Limit of Detection
 SC Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-005A

Client Sample ID: IA-05
Tag Number: 1318,445
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 W/ 0.2UG/M3 CT-TCE-VC-DCE-1,1DCE		TO-15		Analyst: RJP		
Ethylbenzene	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Freon 11	0.23	0.15		ppbV	1	1/23/2021 10:47:00 PM
Freon 113	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Freon 114	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Freon 12	0.47	0.15		ppbV	1	1/23/2021 10:47:00 PM
Heptane	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Hexachloro-1,3-butadiene	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Hexane	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Isopropyl alcohol	0.32	0.15		ppbV	1	1/23/2021 10:47:00 PM
m&p-Xylene	0.32	0.30		ppbV	1	1/23/2021 10:47:00 PM
Methyl Butyl Ketone	< 0.30	0.30		ppbV	1	1/23/2021 10:47:00 PM
Methyl Ethyl Ketone	0.23	0.30	J	ppbV	1	1/23/2021 10:47:00 PM
Methyl Isobutyl Ketone	< 0.30	0.30		ppbV	1	1/23/2021 10:47:00 PM
Methyl tert-butyl ether	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Methylene chloride	0.14	0.15	J	ppbV	1	1/23/2021 10:47:00 PM
o-Xylene	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Propylene	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Styrene	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Tetrachloroethylene	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Tetrahydrofuran	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Toluene	0.26	0.15		ppbV	1	1/23/2021 10:47:00 PM
trans-1,2-Dichloroethene	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
trans-1,3-Dichloropropene	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Trichloroethene	< 0.030	0.030		ppbV	1	1/23/2021 10:47:00 PM
Vinyl acetate	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Vinyl Bromide	< 0.15	0.15		ppbV	1	1/23/2021 10:47:00 PM
Vinyl chloride	< 0.040	0.040		ppbV	1	1/23/2021 10:47:00 PM
Surr: Bromofluorobenzene	96.0	47-124		%REC	1	1/23/2021 10:47:00 PM

Qualifiers:
 . Results reported are not blank corrected
 DL Detection Limit
 H Holding times for preparation or analysis exceeded
 JN Non-routine analyte. Quantitation estimated.
 S Spike Recovery outside accepted recovery limits

B Analyte detected in the associated Method Blank
 E Estimated Value above quantitation range
 J Analyte detected below quantitation limit
 ND Not Detected at the Limit of Detection
 SC Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-006A

Client Sample ID: IA-06
Tag Number: 544,441
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
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FIELD PARAMETERS

Lab Vacuum In	0			"Hg		1/22/2021
Lab Vacuum Out	-30			"Hg		1/22/2021

1UG/M3 W/ 0.2UG/M3 CT-TCE-VC-DCE-1,1DCE

TO-15

Analyst: RJP

1,1,1-Trichloroethane	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
1,1,2,2-Tetrachloroethane	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
1,1,2-Trichloroethane	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
1,1-Dichloroethane	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
1,1-Dichloroethene	< 0.040	0.040		ppbV	1	1/23/2021 11:31:00 PM
1,2,4-Trichlorobenzene	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
1,2,4-Trimethylbenzene	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
1,2-Dibromoethane	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
1,2-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
1,2-Dichloroethane	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
1,2-Dichloropropane	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
1,3,5-Trimethylbenzene	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
1,3-butadiene	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
1,3-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
1,4-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
1,4-Dioxane	< 0.30	0.30		ppbV	1	1/23/2021 11:31:00 PM
2,2,4-trimethylpentane	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
4-ethyltoluene	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Acetone	3.0	3.0		ppbV	10	1/24/2021 5:23:00 AM
Allyl chloride	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Benzene	0.13	0.15	J	ppbV	1	1/23/2021 11:31:00 PM
Benzyl chloride	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Bromodichloromethane	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Bromoform	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Bromomethane	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Carbon disulfide	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Carbon tetrachloride	0.080	0.030		ppbV	1	1/23/2021 11:31:00 PM
Chlorobenzene	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Chloroethane	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Chloroform	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Chloromethane	0.41	0.15		ppbV	1	1/23/2021 11:31:00 PM
cis-1,2-Dichloroethene	< 0.040	0.040		ppbV	1	1/23/2021 11:31:00 PM
cis-1,3-Dichloropropene	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Cyclohexane	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Dibromochloromethane	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Ethyl acetate	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM

Qualifiers:
 . Results reported are not blank corrected
 DL Detection Limit
 H Holding times for preparation or analysis exceeded
 JN Non-routine analyte. Quantitation estimated.
 S Spike Recovery outside accepted recovery limits

B Analyte detected in the associated Method Blank
 E Estimated Value above quantitation range
 J Analyte detected below quantitation limit
 ND Not Detected at the Limit of Detection
 SC Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-006A

Client Sample ID: IA-06
Tag Number: 544,441
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 W/ 0.2UG/M3 CT-TCE-VC-DCE-1,1DCE			TO-15			Analyst: RJP
Ethylbenzene	0.18	0.15		ppbV	1	1/23/2021 11:31:00 PM
Freon 11	0.24	0.15		ppbV	1	1/23/2021 11:31:00 PM
Freon 113	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Freon 114	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Freon 12	0.47	0.15		ppbV	1	1/23/2021 11:31:00 PM
Heptane	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Hexachloro-1,3-butadiene	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Hexane	0.10	0.15	J	ppbV	1	1/23/2021 11:31:00 PM
Isopropyl alcohol	0.56	0.15		ppbV	1	1/23/2021 11:31:00 PM
m&p-Xylene	0.66	0.30		ppbV	1	1/23/2021 11:31:00 PM
Methyl Butyl Ketone	< 0.30	0.30		ppbV	1	1/23/2021 11:31:00 PM
Methyl Ethyl Ketone	0.24	0.30	J	ppbV	1	1/23/2021 11:31:00 PM
Methyl Isobutyl Ketone	0.14	0.30	J	ppbV	1	1/23/2021 11:31:00 PM
Methyl tert-butyl ether	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Methylene chloride	0.16	0.15		ppbV	1	1/23/2021 11:31:00 PM
o-Xylene	0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Propylene	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Styrene	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Tetrachloroethylene	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Tetrahydrofuran	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Toluene	0.45	0.15		ppbV	1	1/23/2021 11:31:00 PM
trans-1,2-Dichloroethene	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
trans-1,3-Dichloropropene	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Trichloroethene	< 0.030	0.030		ppbV	1	1/23/2021 11:31:00 PM
Vinyl acetate	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Vinyl Bromide	< 0.15	0.15		ppbV	1	1/23/2021 11:31:00 PM
Vinyl chloride	< 0.040	0.040		ppbV	1	1/23/2021 11:31:00 PM
Surr: Bromofluorobenzene	97.0	47-124		%REC	1	1/23/2021 11:31:00 PM

Qualifiers:
 . Results reported are not blank corrected
 DL Detection Limit
 H Holding times for preparation or analysis exceeded
 JN Non-routine analyte. Quantitation estimated.
 S Spike Recovery outside accepted recovery limits

B Analyte detected in the associated Method Blank
 E Estimated Value above quantitation range
 J Analyte detected below quantitation limit
 ND Not Detected at the Limit of Detection
 SC Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-007A

Client Sample ID: OA-07
Tag Number: 1184,452
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
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FIELD PARAMETERS

Lab Vacuum In	+1			"Hg		1/22/2021
Lab Vacuum Out	-30			"Hg		1/22/2021

1UG/M3 W/ 0.2UG/M3 CT-TCE-VC-DCE-1,1DCE

TO-15

Analyst: RJP

1,1,1-Trichloroethane	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
1,1,2,2-Tetrachloroethane	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
1,1,2-Trichloroethane	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
1,1-Dichloroethane	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
1,1-Dichloroethene	< 0.040	0.040		ppbV	1	1/24/2021 12:16:00 AM
1,2,4-Trichlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
1,2,4-Trimethylbenzene	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
1,2-Dibromoethane	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
1,2-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
1,2-Dichloroethane	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
1,2-Dichloropropane	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
1,3,5-Trimethylbenzene	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
1,3-butadiene	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
1,3-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
1,4-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
1,4-Dioxane	< 0.30	0.30		ppbV	1	1/24/2021 12:16:00 AM
2,2,4-trimethylpentane	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
4-ethyltoluene	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Acetone	3.5	3.0		ppbV	10	1/24/2021 6:06:00 AM
Allyl chloride	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Benzene	0.14	0.15	J	ppbV	1	1/24/2021 12:16:00 AM
Benzyl chloride	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Bromodichloromethane	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Bromoform	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Bromomethane	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Carbon disulfide	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Carbon tetrachloride	0.080	0.030		ppbV	1	1/24/2021 12:16:00 AM
Chlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Chloroethane	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Chloroform	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Chloromethane	0.49	0.15		ppbV	1	1/24/2021 12:16:00 AM
cis-1,2-Dichloroethene	< 0.040	0.040		ppbV	1	1/24/2021 12:16:00 AM
cis-1,3-Dichloropropene	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Cyclohexane	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Dibromochloromethane	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Ethyl acetate	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM

Qualifiers:
 . Results reported are not blank corrected
 DL Detection Limit
 H Holding times for preparation or analysis exceeded
 JN Non-routine analyte. Quantitation estimated.
 S Spike Recovery outside accepted recovery limits

B Analyte detected in the associated Method Blank
 E Estimated Value above quantitation range
 J Analyte detected below quantitation limit
 ND Not Detected at the Limit of Detection
 SC Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-007A

Client Sample ID: OA-07
Tag Number: 1184,452
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 W/ 0.2UG/M3 CT-TCE-VC-DCE-1,1DCE		TO-15		Analyst: RJP		
Ethylbenzene	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Freon 11	0.24	0.15		ppbV	1	1/24/2021 12:16:00 AM
Freon 113	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Freon 114	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Freon 12	0.46	0.15		ppbV	1	1/24/2021 12:16:00 AM
Heptane	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Hexachloro-1,3-butadiene	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Hexane	0.11	0.15	J	ppbV	1	1/24/2021 12:16:00 AM
Isopropyl alcohol	0.37	0.15		ppbV	1	1/24/2021 12:16:00 AM
m&p-Xylene	< 0.30	0.30		ppbV	1	1/24/2021 12:16:00 AM
Methyl Butyl Ketone	< 0.30	0.30		ppbV	1	1/24/2021 12:16:00 AM
Methyl Ethyl Ketone	0.16	0.30	J	ppbV	1	1/24/2021 12:16:00 AM
Methyl Isobutyl Ketone	< 0.30	0.30		ppbV	1	1/24/2021 12:16:00 AM
Methyl tert-butyl ether	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Methylene chloride	0.13	0.15	J	ppbV	1	1/24/2021 12:16:00 AM
o-Xylene	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Propylene	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Styrene	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Tetrachloroethylene	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Tetrahydrofuran	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Toluene	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
trans-1,2-Dichloroethene	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
trans-1,3-Dichloropropene	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Trichloroethene	< 0.030	0.030		ppbV	1	1/24/2021 12:16:00 AM
Vinyl acetate	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Vinyl Bromide	< 0.15	0.15		ppbV	1	1/24/2021 12:16:00 AM
Vinyl chloride	< 0.040	0.040		ppbV	1	1/24/2021 12:16:00 AM
Surr: Bromofluorobenzene	96.0	47-124		%REC	1	1/24/2021 12:16:00 AM

Qualifiers:
 . Results reported are not blank corrected
 DL Detection Limit
 H Holding times for preparation or analysis exceeded
 JN Non-routine analyte. Quantitation estimated.
 S Spike Recovery outside accepted recovery limits

B Analyte detected in the associated Method Blank
 E Estimated Value above quantitation range
 J Analyte detected below quantitation limit
 ND Not Detected at the Limit of Detection
 SC Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-008A

Client Sample ID: IA-D
Tag Number: 1177,390
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
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FIELD PARAMETERS

FLD

Analyst:

Lab Vacuum In	0			"Hg		1/22/2021
Lab Vacuum Out	-30			"Hg		1/22/2021

1UG/M3 W/ 0.2UG/M3 CT-TCE-VC-DCE-1,1DCE

TO-15

Analyst: RJP

1,1,1-Trichloroethane	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
1,1,2,2-Tetrachloroethane	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
1,1,2-Trichloroethane	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
1,1-Dichloroethane	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
1,1-Dichloroethene	< 0.040	0.040		ppbV	1	1/24/2021 1:00:00 AM
1,2,4-Trichlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
1,2,4-Trimethylbenzene	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
1,2-Dibromoethane	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
1,2-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
1,2-Dichloroethane	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
1,2-Dichloropropane	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
1,3,5-Trimethylbenzene	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
1,3-butadiene	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
1,3-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
1,4-Dichlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
1,4-Dioxane	< 0.30	0.30		ppbV	1	1/24/2021 1:00:00 AM
2,2,4-trimethylpentane	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
4-ethyltoluene	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Acetone	2.2	0.30		ppbV	1	1/24/2021 1:00:00 AM
Allyl chloride	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Benzene	0.17	0.15		ppbV	1	1/24/2021 1:00:00 AM
Benzyl chloride	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Bromodichloromethane	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Bromoform	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Bromomethane	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Carbon disulfide	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Carbon tetrachloride	0.070	0.030		ppbV	1	1/24/2021 1:00:00 AM
Chlorobenzene	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Chloroethane	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Chloroform	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Chloromethane	0.38	0.15		ppbV	1	1/24/2021 1:00:00 AM
cis-1,2-Dichloroethene	< 0.040	0.040		ppbV	1	1/24/2021 1:00:00 AM
cis-1,3-Dichloropropene	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Cyclohexane	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Dibromochloromethane	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Ethyl acetate	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM

Qualifiers:
 . Results reported are not blank corrected
 DL Detection Limit
 H Holding times for preparation or analysis exceeded
 JN Non-routine analyte. Quantitation estimated.
 S Spike Recovery outside accepted recovery limits

B Analyte detected in the associated Method Blank
 E Estimated Value above quantitation range
 J Analyte detected below quantitation limit
 ND Not Detected at the Limit of Detection
 SC Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-008A

Client Sample ID: IA-D
Tag Number: 1177,390
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 W/ 0.2UG/M3 CT-TCE-VC-DCE-1,1DCE				TO-15		Analyst: RJP
Ethylbenzene	0.18	0.15		ppbV	1	1/24/2021 1:00:00 AM
Freon 11	0.23	0.15		ppbV	1	1/24/2021 1:00:00 AM
Freon 113	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Freon 114	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Freon 12	0.45	0.15		ppbV	1	1/24/2021 1:00:00 AM
Heptane	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Hexachloro-1,3-butadiene	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Hexane	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Isopropyl alcohol	0.45	0.15		ppbV	1	1/24/2021 1:00:00 AM
m&p-Xylene	0.66	0.30		ppbV	1	1/24/2021 1:00:00 AM
Methyl Butyl Ketone	< 0.30	0.30		ppbV	1	1/24/2021 1:00:00 AM
Methyl Ethyl Ketone	0.26	0.30	J	ppbV	1	1/24/2021 1:00:00 AM
Methyl Isobutyl Ketone	0.14	0.30	J	ppbV	1	1/24/2021 1:00:00 AM
Methyl tert-butyl ether	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Methylene chloride	0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
o-Xylene	0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Propylene	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Styrene	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Tetrachloroethylene	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Tetrahydrofuran	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Toluene	0.46	0.15		ppbV	1	1/24/2021 1:00:00 AM
trans-1,2-Dichloroethene	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
trans-1,3-Dichloropropene	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Trichloroethene	< 0.030	0.030		ppbV	1	1/24/2021 1:00:00 AM
Vinyl acetate	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Vinyl Bromide	< 0.15	0.15		ppbV	1	1/24/2021 1:00:00 AM
Vinyl chloride	< 0.040	0.040		ppbV	1	1/24/2021 1:00:00 AM
Surr: Bromofluorobenzene	96.0	47-124		%REC	1	1/24/2021 1:00:00 AM

Qualifiers:	.	Results reported are not blank corrected	B	Analyte detected in the associated Method Blank
	DL	Detection Limit	E	Estimated Value above quantitation range
	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limit
	JN	Non-routine analyte. Quantitation estimated.	ND	Not Detected at the Limit of Detection
	S	Spike Recovery outside accepted recovery limits	SC	Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-001A

Client Sample ID: SS-01
Tag Number: 316,393
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 BY METHOD TO15		TO-15		Analyst: RJP		
1,1,1-Trichloroethane	1.4	0.82		ug/m3	1	1/24/2021 1:45:00 AM
1,1,2,2-Tetrachloroethane	< 1.0	1.0		ug/m3	1	1/24/2021 1:45:00 AM
1,1,2-Trichloroethane	< 0.82	0.82		ug/m3	1	1/24/2021 1:45:00 AM
1,1-Dichloroethane	< 0.61	0.61		ug/m3	1	1/24/2021 1:45:00 AM
1,1-Dichloroethene	< 0.59	0.59		ug/m3	1	1/24/2021 1:45:00 AM
1,2,4-Trichlorobenzene	< 1.1	1.1		ug/m3	1	1/24/2021 1:45:00 AM
1,2,4-Trimethylbenzene	0.54	0.74	J	ug/m3	1	1/24/2021 1:45:00 AM
1,2-Dibromoethane	< 1.2	1.2		ug/m3	1	1/24/2021 1:45:00 AM
1,2-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/24/2021 1:45:00 AM
1,2-Dichloroethane	0.45	0.61	J	ug/m3	1	1/24/2021 1:45:00 AM
1,2-Dichloropropane	< 0.69	0.69		ug/m3	1	1/24/2021 1:45:00 AM
1,3,5-Trimethylbenzene	0.54	0.74	J	ug/m3	1	1/24/2021 1:45:00 AM
1,3-butadiene	< 0.33	0.33		ug/m3	1	1/24/2021 1:45:00 AM
1,3-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/24/2021 1:45:00 AM
1,4-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/24/2021 1:45:00 AM
1,4-Dioxane	< 1.1	1.1		ug/m3	1	1/24/2021 1:45:00 AM
2,2,4-trimethylpentane	< 0.70	0.70		ug/m3	1	1/24/2021 1:45:00 AM
4-ethyltoluene	< 0.74	0.74		ug/m3	1	1/24/2021 1:45:00 AM
Acetone	27	7.1		ug/m3	10	1/25/2021 12:41:00 PM
Allyl chloride	< 0.47	0.47		ug/m3	1	1/24/2021 1:45:00 AM
Benzene	0.54	0.48		ug/m3	1	1/24/2021 1:45:00 AM
Benzyl chloride	< 0.86	0.86		ug/m3	1	1/24/2021 1:45:00 AM
Bromodichloromethane	< 1.0	1.0		ug/m3	1	1/24/2021 1:45:00 AM
Bromoform	< 1.6	1.6		ug/m3	1	1/24/2021 1:45:00 AM
Bromomethane	< 0.58	0.58		ug/m3	1	1/24/2021 1:45:00 AM
Carbon disulfide	11	4.7		ug/m3	10	1/25/2021 12:41:00 PM
Carbon tetrachloride	< 0.94	0.94		ug/m3	1	1/24/2021 1:45:00 AM
Chlorobenzene	< 0.69	0.69		ug/m3	1	1/24/2021 1:45:00 AM
Chloroethane	< 0.40	0.40		ug/m3	1	1/24/2021 1:45:00 AM
Chloroform	1.4	0.73		ug/m3	1	1/24/2021 1:45:00 AM
Chloromethane	0.41	0.31		ug/m3	1	1/24/2021 1:45:00 AM
cis-1,2-Dichloroethene	0.59	0.59		ug/m3	1	1/24/2021 1:45:00 AM
cis-1,3-Dichloropropene	< 0.68	0.68		ug/m3	1	1/24/2021 1:45:00 AM
Cyclohexane	< 0.52	0.52		ug/m3	1	1/24/2021 1:45:00 AM
Dibromochloromethane	< 1.3	1.3		ug/m3	1	1/24/2021 1:45:00 AM
Ethyl acetate	< 0.54	0.54		ug/m3	1	1/24/2021 1:45:00 AM
Ethylbenzene	< 0.65	0.65		ug/m3	1	1/24/2021 1:45:00 AM
Freon 11	1.1	0.84		ug/m3	1	1/24/2021 1:45:00 AM
Freon 113	< 1.1	1.1		ug/m3	1	1/24/2021 1:45:00 AM
Freon 114	< 1.0	1.0		ug/m3	1	1/24/2021 1:45:00 AM

Qualifiers:

.	Results reported are not blank corrected	B	Analyte detected in the associated Method Blank
DL	Detection Limit	E	Estimated Value above quantitation range
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limit
JN	Non-routine analyte. Quantitation estimated.	ND	Not Detected at the Limit of Detection
S	Spike Recovery outside accepted recovery limits	SC	Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-001A

Client Sample ID: SS-01
Tag Number: 316,393
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 BY METHOD TO15		TO-15		Analyst: RJP		
Freon 12	2.2	0.74		ug/m3	1	1/24/2021 1:45:00 AM
Heptane	2.0	0.61		ug/m3	1	1/24/2021 1:45:00 AM
Hexachloro-1,3-butadiene	< 1.6	1.6		ug/m3	1	1/24/2021 1:45:00 AM
Hexane	1.4	0.53		ug/m3	1	1/24/2021 1:45:00 AM
Isopropyl alcohol	15	3.7		ug/m3	10	1/25/2021 12:41:00 PM
m&p-Xylene	0.56	1.3	J	ug/m3	1	1/24/2021 1:45:00 AM
Methyl Butyl Ketone	< 1.2	1.2		ug/m3	1	1/24/2021 1:45:00 AM
Methyl Ethyl Ketone	1.7	0.88		ug/m3	1	1/24/2021 1:45:00 AM
Methyl Isobutyl Ketone	0.98	1.2	J	ug/m3	1	1/24/2021 1:45:00 AM
Methyl tert-butyl ether	< 0.54	0.54		ug/m3	1	1/24/2021 1:45:00 AM
Methylene chloride	4.7	0.52		ug/m3	1	1/24/2021 1:45:00 AM
o-Xylene	< 0.65	0.65		ug/m3	1	1/24/2021 1:45:00 AM
Propylene	< 0.26	0.26		ug/m3	1	1/24/2021 1:45:00 AM
Styrene	< 0.64	0.64		ug/m3	1	1/24/2021 1:45:00 AM
Tetrachloroethylene	< 1.0	1.0		ug/m3	1	1/24/2021 1:45:00 AM
Tetrahydrofuran	< 0.44	0.44		ug/m3	1	1/24/2021 1:45:00 AM
Toluene	2.7	0.57		ug/m3	1	1/24/2021 1:45:00 AM
trans-1,2-Dichloroethene	< 0.59	0.59		ug/m3	1	1/24/2021 1:45:00 AM
trans-1,3-Dichloropropene	< 0.68	0.68		ug/m3	1	1/24/2021 1:45:00 AM
Trichloroethene	1.9	0.81		ug/m3	1	1/24/2021 1:45:00 AM
Vinyl acetate	< 0.53	0.53		ug/m3	1	1/24/2021 1:45:00 AM
Vinyl Bromide	< 0.66	0.66		ug/m3	1	1/24/2021 1:45:00 AM
Vinyl chloride	< 0.38	0.38		ug/m3	1	1/24/2021 1:45:00 AM

Qualifiers:	.	Results reported are not blank corrected	B	Analyte detected in the associated Method Blank
	DL	Detection Limit	E	Estimated Value above quantitation range
	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limit
	JN	Non-routine analyte. Quantitation estimated.	ND	Not Detected at the Limit of Detection
	S	Spike Recovery outside accepted recovery limits	SC	Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-002A

Client Sample ID: SS-02
Tag Number: 129,375
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 BY METHOD TO15		TO-15		Analyst: RJP		
1,1,1-Trichloroethane	1.7	0.82		ug/m3	1	1/24/2021 2:29:00 AM
1,1,2,2-Tetrachloroethane	< 1.0	1.0		ug/m3	1	1/24/2021 2:29:00 AM
1,1,2-Trichloroethane	< 0.82	0.82		ug/m3	1	1/24/2021 2:29:00 AM
1,1-Dichloroethane	< 0.61	0.61		ug/m3	1	1/24/2021 2:29:00 AM
1,1-Dichloroethene	< 0.59	0.59		ug/m3	1	1/24/2021 2:29:00 AM
1,2,4-Trichlorobenzene	< 1.1	1.1		ug/m3	1	1/24/2021 2:29:00 AM
1,2,4-Trimethylbenzene	< 0.74	0.74		ug/m3	1	1/24/2021 2:29:00 AM
1,2-Dibromoethane	< 1.2	1.2		ug/m3	1	1/24/2021 2:29:00 AM
1,2-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/24/2021 2:29:00 AM
1,2-Dichloroethane	0.57	0.61	J	ug/m3	1	1/24/2021 2:29:00 AM
1,2-Dichloropropane	< 0.69	0.69		ug/m3	1	1/24/2021 2:29:00 AM
1,3,5-Trimethylbenzene	< 0.74	0.74		ug/m3	1	1/24/2021 2:29:00 AM
1,3-butadiene	< 0.33	0.33		ug/m3	1	1/24/2021 2:29:00 AM
1,3-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/24/2021 2:29:00 AM
1,4-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/24/2021 2:29:00 AM
1,4-Dioxane	< 1.1	1.1		ug/m3	1	1/24/2021 2:29:00 AM
2,2,4-trimethylpentane	< 0.70	0.70		ug/m3	1	1/24/2021 2:29:00 AM
4-ethyltoluene	< 0.74	0.74		ug/m3	1	1/24/2021 2:29:00 AM
Acetone	16	7.1		ug/m3	10	1/25/2021 1:25:00 PM
Allyl chloride	< 0.47	0.47		ug/m3	1	1/24/2021 2:29:00 AM
Benzene	0.83	0.48		ug/m3	1	1/24/2021 2:29:00 AM
Benzyl chloride	< 0.86	0.86		ug/m3	1	1/24/2021 2:29:00 AM
Bromodichloromethane	< 1.0	1.0		ug/m3	1	1/24/2021 2:29:00 AM
Bromoform	< 1.6	1.6		ug/m3	1	1/24/2021 2:29:00 AM
Bromomethane	< 0.58	0.58		ug/m3	1	1/24/2021 2:29:00 AM
Carbon disulfide	5.5	0.47		ug/m3	1	1/24/2021 2:29:00 AM
Carbon tetrachloride	< 0.94	0.94		ug/m3	1	1/24/2021 2:29:00 AM
Chlorobenzene	< 0.69	0.69		ug/m3	1	1/24/2021 2:29:00 AM
Chloroethane	< 0.40	0.40		ug/m3	1	1/24/2021 2:29:00 AM
Chloroform	2.1	0.73		ug/m3	1	1/24/2021 2:29:00 AM
Chloromethane	< 0.31	0.31		ug/m3	1	1/24/2021 2:29:00 AM
cis-1,2-Dichloroethene	0.79	0.59		ug/m3	1	1/24/2021 2:29:00 AM
cis-1,3-Dichloropropene	< 0.68	0.68		ug/m3	1	1/24/2021 2:29:00 AM
Cyclohexane	69	5.2		ug/m3	10	1/25/2021 1:25:00 PM
Dibromochloromethane	< 1.3	1.3		ug/m3	1	1/24/2021 2:29:00 AM
Ethyl acetate	< 0.54	0.54		ug/m3	1	1/24/2021 2:29:00 AM
Ethylbenzene	< 0.65	0.65		ug/m3	1	1/24/2021 2:29:00 AM
Freon 11	1.1	0.84		ug/m3	1	1/24/2021 2:29:00 AM
Freon 113	< 1.1	1.1		ug/m3	1	1/24/2021 2:29:00 AM
Freon 114	< 1.0	1.0		ug/m3	1	1/24/2021 2:29:00 AM

Qualifiers: . Results reported are not blank corrected B Analyte detected in the associated Method Blank
DL Detection Limit E Estimated Value above quantitation range
H Holding times for preparation or analysis exceeded J Analyte detected below quantitation limit
JN Non-routine analyte. Quantitation estimated. ND Not Detected at the Limit of Detection
S Spike Recovery outside accepted recovery limits SC Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-002A

Client Sample ID: SS-02
Tag Number: 129,375
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 BY METHOD TO15		TO-15		Analyst: RJP		
Freon 12	2.6	0.74		ug/m3	1	1/24/2021 2:29:00 AM
Heptane	4.2	0.61		ug/m3	1	1/24/2021 2:29:00 AM
Hexachloro-1,3-butadiene	< 1.6	1.6		ug/m3	1	1/24/2021 2:29:00 AM
Hexane	25	5.3		ug/m3	10	1/25/2021 1:25:00 PM
Isopropyl alcohol	23	3.7		ug/m3	10	1/25/2021 1:25:00 PM
m&p-Xylene	0.61	1.3	J	ug/m3	1	1/24/2021 2:29:00 AM
Methyl Butyl Ketone	< 1.2	1.2		ug/m3	1	1/24/2021 2:29:00 AM
Methyl Ethyl Ketone	2.4	0.88		ug/m3	1	1/24/2021 2:29:00 AM
Methyl Isobutyl Ketone	< 1.2	1.2		ug/m3	1	1/24/2021 2:29:00 AM
Methyl tert-butyl ether	< 0.54	0.54		ug/m3	1	1/24/2021 2:29:00 AM
Methylene chloride	7.3	5.2		ug/m3	10	1/25/2021 1:25:00 PM
o-Xylene	< 0.65	0.65		ug/m3	1	1/24/2021 2:29:00 AM
Propylene	< 0.26	0.26		ug/m3	1	1/24/2021 2:29:00 AM
Styrene	< 0.64	0.64		ug/m3	1	1/24/2021 2:29:00 AM
Tetrachloroethylene	< 1.0	1.0		ug/m3	1	1/24/2021 2:29:00 AM
Tetrahydrofuran	< 0.44	0.44		ug/m3	1	1/24/2021 2:29:00 AM
Toluene	0.98	0.57		ug/m3	1	1/24/2021 2:29:00 AM
trans-1,2-Dichloroethene	< 0.59	0.59		ug/m3	1	1/24/2021 2:29:00 AM
trans-1,3-Dichloropropene	< 0.68	0.68		ug/m3	1	1/24/2021 2:29:00 AM
Trichloroethene	2.1	0.81		ug/m3	1	1/24/2021 2:29:00 AM
Vinyl acetate	< 0.53	0.53		ug/m3	1	1/24/2021 2:29:00 AM
Vinyl Bromide	< 0.66	0.66		ug/m3	1	1/24/2021 2:29:00 AM
Vinyl chloride	< 0.38	0.38		ug/m3	1	1/24/2021 2:29:00 AM

Qualifiers:
 . Results reported are not blank corrected
 DL Detection Limit
 H Holding times for preparation or analysis exceeded
 JN Non-routine analyte. Quantitation estimated.
 S Spike Recovery outside accepted recovery limits

B Analyte detected in the associated Method Blank
 E Estimated Value above quantitation range
 J Analyte detected below quantitation limit
 ND Not Detected at the Limit of Detection
 SC Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-003A

Client Sample ID: SS-03
Tag Number: 139,372
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 BY METHOD TO15		TO-15		Analyst: RJP		
1,1,1-Trichloroethane	< 0.82	0.82		ug/m3	1	1/24/2021 3:13:00 AM
1,1,2,2-Tetrachloroethane	< 1.0	1.0		ug/m3	1	1/24/2021 3:13:00 AM
1,1,2-Trichloroethane	< 0.82	0.82		ug/m3	1	1/24/2021 3:13:00 AM
1,1-Dichloroethane	< 0.61	0.61		ug/m3	1	1/24/2021 3:13:00 AM
1,1-Dichloroethene	< 0.59	0.59		ug/m3	1	1/24/2021 3:13:00 AM
1,2,4-Trichlorobenzene	< 1.1	1.1		ug/m3	1	1/24/2021 3:13:00 AM
1,2,4-Trimethylbenzene	0.49	0.74	J	ug/m3	1	1/24/2021 3:13:00 AM
1,2-Dibromoethane	< 1.2	1.2		ug/m3	1	1/24/2021 3:13:00 AM
1,2-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/24/2021 3:13:00 AM
1,2-Dichloroethane	0.81	0.61		ug/m3	1	1/24/2021 3:13:00 AM
1,2-Dichloropropane	< 0.69	0.69		ug/m3	1	1/24/2021 3:13:00 AM
1,3,5-Trimethylbenzene	< 0.74	0.74		ug/m3	1	1/24/2021 3:13:00 AM
1,3-butadiene	< 0.33	0.33		ug/m3	1	1/24/2021 3:13:00 AM
1,3-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/24/2021 3:13:00 AM
1,4-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/24/2021 3:13:00 AM
1,4-Dioxane	< 1.1	1.1		ug/m3	1	1/24/2021 3:13:00 AM
2,2,4-trimethylpentane	0.61	0.70	J	ug/m3	1	1/24/2021 3:13:00 AM
4-ethyltoluene	< 0.74	0.74		ug/m3	1	1/24/2021 3:13:00 AM
Acetone	61	28		ug/m3	40	1/25/2021 2:50:00 PM
Allyl chloride	< 0.47	0.47		ug/m3	1	1/24/2021 3:13:00 AM
Benzene	4.2	0.48		ug/m3	1	1/24/2021 3:13:00 AM
Benzyl chloride	< 0.86	0.86		ug/m3	1	1/24/2021 3:13:00 AM
Bromodichloromethane	< 1.0	1.0		ug/m3	1	1/24/2021 3:13:00 AM
Bromoform	< 1.6	1.6		ug/m3	1	1/24/2021 3:13:00 AM
Bromomethane	< 0.58	0.58		ug/m3	1	1/24/2021 3:13:00 AM
Carbon disulfide	4.9	0.47		ug/m3	1	1/24/2021 3:13:00 AM
Carbon tetrachloride	< 0.94	0.94		ug/m3	1	1/24/2021 3:13:00 AM
Chlorobenzene	< 0.69	0.69		ug/m3	1	1/24/2021 3:13:00 AM
Chloroethane	< 0.40	0.40		ug/m3	1	1/24/2021 3:13:00 AM
Chloroform	2.1	0.73		ug/m3	1	1/24/2021 3:13:00 AM
Chloromethane	< 0.31	0.31		ug/m3	1	1/24/2021 3:13:00 AM
cis-1,2-Dichloroethene	0.71	0.59		ug/m3	1	1/24/2021 3:13:00 AM
cis-1,3-Dichloropropene	< 0.68	0.68		ug/m3	1	1/24/2021 3:13:00 AM
Cyclohexane	68	5.2		ug/m3	10	1/25/2021 2:08:00 PM
Dibromochloromethane	< 1.3	1.3		ug/m3	1	1/24/2021 3:13:00 AM
Ethyl acetate	< 0.54	0.54		ug/m3	1	1/24/2021 3:13:00 AM
Ethylbenzene	< 0.65	0.65		ug/m3	1	1/24/2021 3:13:00 AM
Freon 11	1.1	0.84		ug/m3	1	1/24/2021 3:13:00 AM
Freon 113	< 1.1	1.1		ug/m3	1	1/24/2021 3:13:00 AM
Freon 114	< 1.0	1.0		ug/m3	1	1/24/2021 3:13:00 AM

Qualifiers:	.	Results reported are not blank corrected	B	Analyte detected in the associated Method Blank
	DL	Detection Limit	E	Estimated Value above quantitation range
	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limit
	JN	Non-routine analyte. Quantitation estimated.	ND	Not Detected at the Limit of Detection
	S	Spike Recovery outside accepted recovery limits	SC	Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-003A

Client Sample ID: SS-03
Tag Number: 139,372
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 BY METHOD TO15		TO-15		Analyst: RJP		
Freon 12	2.6	0.74		ug/m3	1	1/24/2021 3:13:00 AM
Heptane	27	6.1		ug/m3	10	1/25/2021 2:08:00 PM
Hexachloro-1,3-butadiene	< 1.6	1.6		ug/m3	1	1/24/2021 3:13:00 AM
Hexane	110	21		ug/m3	40	1/25/2021 2:50:00 PM
Isopropyl alcohol	19	3.7		ug/m3	10	1/25/2021 2:08:00 PM
m&p-Xylene	0.52	1.3	J	ug/m3	1	1/24/2021 3:13:00 AM
Methyl Butyl Ketone	< 1.2	1.2		ug/m3	1	1/24/2021 3:13:00 AM
Methyl Ethyl Ketone	< 0.88	0.88		ug/m3	1	1/24/2021 3:13:00 AM
Methyl Isobutyl Ketone	< 1.2	1.2		ug/m3	1	1/24/2021 3:13:00 AM
Methyl tert-butyl ether	< 0.54	0.54		ug/m3	1	1/24/2021 3:13:00 AM
Methylene chloride	20	5.2		ug/m3	10	1/25/2021 2:08:00 PM
o-Xylene	< 0.65	0.65		ug/m3	1	1/24/2021 3:13:00 AM
Propylene	< 0.26	0.26		ug/m3	1	1/24/2021 3:13:00 AM
Styrene	< 0.64	0.64		ug/m3	1	1/24/2021 3:13:00 AM
Tetrachloroethylene	< 1.0	1.0		ug/m3	1	1/24/2021 3:13:00 AM
Tetrahydrofuran	< 0.44	0.44		ug/m3	1	1/24/2021 3:13:00 AM
Toluene	1.3	0.57		ug/m3	1	1/24/2021 3:13:00 AM
trans-1,2-Dichloroethene	< 0.59	0.59		ug/m3	1	1/24/2021 3:13:00 AM
trans-1,3-Dichloropropene	< 0.68	0.68		ug/m3	1	1/24/2021 3:13:00 AM
Trichloroethene	1.9	0.81		ug/m3	1	1/24/2021 3:13:00 AM
Vinyl acetate	< 0.53	0.53		ug/m3	1	1/24/2021 3:13:00 AM
Vinyl Bromide	< 0.66	0.66		ug/m3	1	1/24/2021 3:13:00 AM
Vinyl chloride	< 0.38	0.38		ug/m3	1	1/24/2021 3:13:00 AM

Qualifiers:	.	Results reported are not blank corrected	B	Analyte detected in the associated Method Blank
	DL	Detection Limit	E	Estimated Value above quantitation range
	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limit
	JN	Non-routine analyte. Quantitation estimated.	ND	Not Detected at the Limit of Detection
	S	Spike Recovery outside accepted recovery limits	SC	Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-004A

Client Sample ID: IA-04
Tag Number: 353.432
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 W/ 0.2UG/M3 CT-TCE-VC-DCE-1,1DCE		TO-15		Analyst: RJP		
1,1,1-Trichloroethane	< 0.82	0.82		ug/m3	1	1/23/2021 10:02:00 PM
1,1,2,2-Tetrachloroethane	< 1.0	1.0		ug/m3	1	1/23/2021 10:02:00 PM
1,1,2-Trichloroethane	< 0.82	0.82		ug/m3	1	1/23/2021 10:02:00 PM
1,1-Dichloroethane	< 0.61	0.61		ug/m3	1	1/23/2021 10:02:00 PM
1,1-Dichloroethene	< 0.16	0.16		ug/m3	1	1/23/2021 10:02:00 PM
1,2,4-Trichlorobenzene	< 1.1	1.1		ug/m3	1	1/23/2021 10:02:00 PM
1,2,4-Trimethylbenzene	1.2	0.74		ug/m3	1	1/23/2021 10:02:00 PM
1,2-Dibromoethane	< 1.2	1.2		ug/m3	1	1/23/2021 10:02:00 PM
1,2-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/23/2021 10:02:00 PM
1,2-Dichloroethane	< 0.61	0.61		ug/m3	1	1/23/2021 10:02:00 PM
1,2-Dichloropropane	< 0.69	0.69		ug/m3	1	1/23/2021 10:02:00 PM
1,3,5-Trimethylbenzene	0.59	0.74	J	ug/m3	1	1/23/2021 10:02:00 PM
1,3-butadiene	< 0.33	0.33		ug/m3	1	1/23/2021 10:02:00 PM
1,3-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/23/2021 10:02:00 PM
1,4-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/23/2021 10:02:00 PM
1,4-Dioxane	< 1.1	1.1		ug/m3	1	1/23/2021 10:02:00 PM
2,2,4-trimethylpentane	< 0.70	0.70		ug/m3	1	1/23/2021 10:02:00 PM
4-ethyltoluene	< 0.74	0.74		ug/m3	1	1/23/2021 10:02:00 PM
Acetone	7.1	7.1		ug/m3	10	1/24/2021 3:57:00 AM
Allyl chloride	< 0.47	0.47		ug/m3	1	1/23/2021 10:02:00 PM
Benzene	0.42	0.48	J	ug/m3	1	1/23/2021 10:02:00 PM
Benzyl chloride	< 0.86	0.86		ug/m3	1	1/23/2021 10:02:00 PM
Bromodichloromethane	< 1.0	1.0		ug/m3	1	1/23/2021 10:02:00 PM
Bromoform	< 1.6	1.6		ug/m3	1	1/23/2021 10:02:00 PM
Bromomethane	< 0.58	0.58		ug/m3	1	1/23/2021 10:02:00 PM
Carbon disulfide	0.37	0.47	J	ug/m3	1	1/23/2021 10:02:00 PM
Carbon tetrachloride	0.50	0.19		ug/m3	1	1/23/2021 10:02:00 PM
Chlorobenzene	< 0.69	0.69		ug/m3	1	1/23/2021 10:02:00 PM
Chloroethane	< 0.40	0.40		ug/m3	1	1/23/2021 10:02:00 PM
Chloroform	< 0.73	0.73		ug/m3	1	1/23/2021 10:02:00 PM
Chloromethane	0.89	0.31		ug/m3	1	1/23/2021 10:02:00 PM
cis-1,2-Dichloroethene	< 0.16	0.16		ug/m3	1	1/23/2021 10:02:00 PM
cis-1,3-Dichloropropene	< 0.68	0.68		ug/m3	1	1/23/2021 10:02:00 PM
Cyclohexane	< 0.52	0.52		ug/m3	1	1/23/2021 10:02:00 PM
Dibromochloromethane	< 1.3	1.3		ug/m3	1	1/23/2021 10:02:00 PM
Ethyl acetate	< 0.54	0.54		ug/m3	1	1/23/2021 10:02:00 PM
Ethylbenzene	13	6.5		ug/m3	10	1/24/2021 3:57:00 AM
Freon 11	1.3	0.84		ug/m3	1	1/23/2021 10:02:00 PM
Freon 113	< 1.1	1.1		ug/m3	1	1/23/2021 10:02:00 PM
Freon 114	< 1.0	1.0		ug/m3	1	1/23/2021 10:02:00 PM

Qualifiers:
 . Results reported are not blank corrected
 DL Detection Limit
 H Holding times for preparation or analysis exceeded
 JN Non-routine analyte. Quantitation estimated.
 S Spike Recovery outside accepted recovery limits
 B Analyte detected in the associated Method Blank
 E Estimated Value above quantitation range
 J Analyte detected below quantitation limit
 ND Not Detected at the Limit of Detection
 SC Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-004A

Client Sample ID: IA-04
Tag Number: 353,432
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 W/ 0.2UG/M3 CT-TCE-VC-DCE-1,1DCE		TO-15		Analyst: RJP		
Freon 12	2.3	0.74		ug/m3	1	1/23/2021 10:02:00 PM
Heptane	0.74	0.61		ug/m3	1	1/23/2021 10:02:00 PM
Hexachloro-1,3-butadiene	< 1.6	1.6		ug/m3	1	1/23/2021 10:02:00 PM
Hexane	< 0.53	0.53		ug/m3	1	1/23/2021 10:02:00 PM
Isopropyl alcohol	1.7	0.37		ug/m3	1	1/23/2021 10:02:00 PM
m&p-Xylene	47	13		ug/m3	10	1/24/2021 3:57:00 AM
Methyl Butyl Ketone	< 1.2	1.2		ug/m3	1	1/23/2021 10:02:00 PM
Methyl Ethyl Ketone	0.97	0.88		ug/m3	1	1/23/2021 10:02:00 PM
Methyl Isobutyl Ketone	2.4	1.2		ug/m3	1	1/23/2021 10:02:00 PM
Methyl tert-butyl ether	< 0.54	0.54		ug/m3	1	1/23/2021 10:02:00 PM
Methylene chloride	0.56	0.52		ug/m3	1	1/23/2021 10:02:00 PM
o-Xylene	8.2	6.5		ug/m3	10	1/24/2021 3:57:00 AM
Propylene	< 0.26	0.26		ug/m3	1	1/23/2021 10:02:00 PM
Styrene	< 0.64	0.64		ug/m3	1	1/23/2021 10:02:00 PM
Tetrachloroethylene	< 1.0	1.0		ug/m3	1	1/23/2021 10:02:00 PM
Tetrahydrofuran	< 0.44	0.44		ug/m3	1	1/23/2021 10:02:00 PM
Toluene	23	5.7		ug/m3	10	1/24/2021 3:57:00 AM
trans-1,2-Dichloroethene	< 0.59	0.59		ug/m3	1	1/23/2021 10:02:00 PM
trans-1,3-Dichloropropene	< 0.68	0.68		ug/m3	1	1/23/2021 10:02:00 PM
Trichloroethene	0.27	0.16		ug/m3	1	1/23/2021 10:02:00 PM
Vinyl acetate	< 0.53	0.53		ug/m3	1	1/23/2021 10:02:00 PM
Vinyl Bromide	< 0.66	0.66		ug/m3	1	1/23/2021 10:02:00 PM
Vinyl chloride	< 0.10	0.10		ug/m3	1	1/23/2021 10:02:00 PM

Qualifiers:	.	Results reported are not blank corrected	B	Analyte detected in the associated Method Blank
	DL	Detection Limit	E	Estimated Value above quantitation range
	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limit
	JN	Non-routine analyte. Quantitation estimated.	ND	Not Detected at the Limit of Detection
	S	Spike Recovery outside accepted recovery limits	SC	Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-005A

Client Sample ID: IA-05
Tag Number: 1318,445
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 W/ 0.2UG/M3 CT-TCE-VC-DCE-1,1DCE		TO-15		Analyst: RJP		
1,1,1-Trichloroethane	< 0.82	0.82		ug/m3	1	1/23/2021 10:47:00 PM
1,1,2,2-Tetrachloroethane	< 1.0	1.0		ug/m3	1	1/23/2021 10:47:00 PM
1,1,2-Trichloroethane	< 0.82	0.82		ug/m3	1	1/23/2021 10:47:00 PM
1,1-Dichloroethane	< 0.61	0.61		ug/m3	1	1/23/2021 10:47:00 PM
1,1-Dichloroethene	< 0.16	0.16		ug/m3	1	1/23/2021 10:47:00 PM
1,2,4-Trichlorobenzene	< 1.1	1.1		ug/m3	1	1/23/2021 10:47:00 PM
1,2,4-Trimethylbenzene	< 0.74	0.74		ug/m3	1	1/23/2021 10:47:00 PM
1,2-Dibromoethane	< 1.2	1.2		ug/m3	1	1/23/2021 10:47:00 PM
1,2-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/23/2021 10:47:00 PM
1,2-Dichloroethane	< 0.61	0.61		ug/m3	1	1/23/2021 10:47:00 PM
1,2-Dichloropropane	< 0.69	0.69		ug/m3	1	1/23/2021 10:47:00 PM
1,3,5-Trimethylbenzene	< 0.74	0.74		ug/m3	1	1/23/2021 10:47:00 PM
1,3-butadiene	< 0.33	0.33		ug/m3	1	1/23/2021 10:47:00 PM
1,3-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/23/2021 10:47:00 PM
1,4-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/23/2021 10:47:00 PM
1,4-Dioxane	< 1.1	1.1		ug/m3	1	1/23/2021 10:47:00 PM
2,2,4-trimethylpentane	< 0.70	0.70		ug/m3	1	1/23/2021 10:47:00 PM
4-ethyltoluene	< 0.74	0.74		ug/m3	1	1/23/2021 10:47:00 PM
Acetone	4.7	0.71		ug/m3	1	1/23/2021 10:47:00 PM
Allyl chloride	< 0.47	0.47		ug/m3	1	1/23/2021 10:47:00 PM
Benzene	0.48	0.48		ug/m3	1	1/23/2021 10:47:00 PM
Benzyl chloride	< 0.86	0.86		ug/m3	1	1/23/2021 10:47:00 PM
Bromodichloromethane	< 1.0	1.0		ug/m3	1	1/23/2021 10:47:00 PM
Bromoform	< 1.6	1.6		ug/m3	1	1/23/2021 10:47:00 PM
Bromomethane	< 0.58	0.58		ug/m3	1	1/23/2021 10:47:00 PM
Carbon disulfide	< 0.47	0.47		ug/m3	1	1/23/2021 10:47:00 PM
Carbon tetrachloride	0.44	0.19		ug/m3	1	1/23/2021 10:47:00 PM
Chlorobenzene	< 0.69	0.69		ug/m3	1	1/23/2021 10:47:00 PM
Chloroethane	< 0.40	0.40		ug/m3	1	1/23/2021 10:47:00 PM
Chloroform	< 0.73	0.73		ug/m3	1	1/23/2021 10:47:00 PM
Chloromethane	0.85	0.31		ug/m3	1	1/23/2021 10:47:00 PM
cis-1,2-Dichloroethene	< 0.16	0.16		ug/m3	1	1/23/2021 10:47:00 PM
cis-1,3-Dichloropropene	< 0.68	0.68		ug/m3	1	1/23/2021 10:47:00 PM
Cyclohexane	< 0.52	0.52		ug/m3	1	1/23/2021 10:47:00 PM
Dibromochloromethane	< 1.3	1.3		ug/m3	1	1/23/2021 10:47:00 PM
Ethyl acetate	< 0.54	0.54		ug/m3	1	1/23/2021 10:47:00 PM
Ethylbenzene	< 0.65	0.65		ug/m3	1	1/23/2021 10:47:00 PM
Freon 11	1.3	0.84		ug/m3	1	1/23/2021 10:47:00 PM
Freon 113	< 1.1	1.1		ug/m3	1	1/23/2021 10:47:00 PM
Freon 114	< 1.0	1.0		ug/m3	1	1/23/2021 10:47:00 PM

Qualifiers: . Results reported are not blank corrected B Analyte detected in the associated Method Blank
DL Detection Limit E Estimated Value above quantitation range
H Holding times for preparation or analysis exceeded J Analyte detected below quantitation limit
JN Non-routine analyte. Quantitation estimated. ND Not Detected at the Limit of Detection
S Spike Recovery outside accepted recovery limits SC Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-005A

Client Sample ID: IA-05
Tag Number: 1318,445
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 W/ 0.2UG/M3 CT-TCE-VC-DCE-1,1DCE		TO-15		Analyst: RJP		
Freon 12	2.3	0.74		ug/m3	1	1/23/2021 10:47:00 PM
Heptane	< 0.61	0.61		ug/m3	1	1/23/2021 10:47:00 PM
Hexachloro-1,3-butadiene	< 1.6	1.6		ug/m3	1	1/23/2021 10:47:00 PM
Hexane	< 0.53	0.53		ug/m3	1	1/23/2021 10:47:00 PM
Isopropyl alcohol	0.79	0.37		ug/m3	1	1/23/2021 10:47:00 PM
m&p-Xylene	1.4	1.3		ug/m3	1	1/23/2021 10:47:00 PM
Methyl Butyl Ketone	< 1.2	1.2		ug/m3	1	1/23/2021 10:47:00 PM
Methyl Ethyl Ketone	0.68	0.88	J	ug/m3	1	1/23/2021 10:47:00 PM
Methyl Isobutyl Ketone	< 1.2	1.2		ug/m3	1	1/23/2021 10:47:00 PM
Methyl tert-butyl ether	< 0.54	0.54		ug/m3	1	1/23/2021 10:47:00 PM
Methylene chloride	0.49	0.52	J	ug/m3	1	1/23/2021 10:47:00 PM
o-Xylene	< 0.65	0.65		ug/m3	1	1/23/2021 10:47:00 PM
Propylene	< 0.26	0.26		ug/m3	1	1/23/2021 10:47:00 PM
Styrene	< 0.64	0.64		ug/m3	1	1/23/2021 10:47:00 PM
Tetrachloroethylene	< 1.0	1.0		ug/m3	1	1/23/2021 10:47:00 PM
Tetrahydrofuran	< 0.44	0.44		ug/m3	1	1/23/2021 10:47:00 PM
Toluene	0.98	0.57		ug/m3	1	1/23/2021 10:47:00 PM
trans-1,2-Dichloroethene	< 0.59	0.59		ug/m3	1	1/23/2021 10:47:00 PM
trans-1,3-Dichloropropene	< 0.68	0.68		ug/m3	1	1/23/2021 10:47:00 PM
Trichloroethene	< 0.16	0.16		ug/m3	1	1/23/2021 10:47:00 PM
Vinyl acetate	< 0.53	0.53		ug/m3	1	1/23/2021 10:47:00 PM
Vinyl Bromide	< 0.66	0.66		ug/m3	1	1/23/2021 10:47:00 PM
Vinyl chloride	< 0.10	0.10		ug/m3	1	1/23/2021 10:47:00 PM

Qualifiers:
 . Results reported are not blank corrected
 DL Detection Limit
 H Holding times for preparation or analysis exceeded
 JN Non-routine analyte. Quantitation estimated.
 S Spike Recovery outside accepted recovery limits

B Analyte detected in the associated Method Blank
 E Estimated Value above quantitation range
 J Analyte detected below quantitation limit
 ND Not Detected at the Limit of Detection
 SC Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-006A

Client Sample ID: IA-06
Tag Number: 544,441
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 W/ 0.2UG/M3 CT-TCE-VC-DCE-1,1DCE		TO-15		Analyst: RJP		
1,1,1-Trichloroethane	< 0.82	0.82		ug/m3	1	1/23/2021 11:31:00 PM
1,1,2,2-Tetrachloroethane	< 1.0	1.0		ug/m3	1	1/23/2021 11:31:00 PM
1,1,2-Trichloroethane	< 0.82	0.82		ug/m3	1	1/23/2021 11:31:00 PM
1,1-Dichloroethane	< 0.61	0.61		ug/m3	1	1/23/2021 11:31:00 PM
1,1-Dichloroethene	< 0.16	0.16		ug/m3	1	1/23/2021 11:31:00 PM
1,2,4-Trichlorobenzene	< 1.1	1.1		ug/m3	1	1/23/2021 11:31:00 PM
1,2,4-Trimethylbenzene	< 0.74	0.74		ug/m3	1	1/23/2021 11:31:00 PM
1,2-Dibromoethane	< 1.2	1.2		ug/m3	1	1/23/2021 11:31:00 PM
1,2-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/23/2021 11:31:00 PM
1,2-Dichloroethane	< 0.61	0.61		ug/m3	1	1/23/2021 11:31:00 PM
1,2-Dichloropropane	< 0.69	0.69		ug/m3	1	1/23/2021 11:31:00 PM
1,3,5-Trimethylbenzene	< 0.74	0.74		ug/m3	1	1/23/2021 11:31:00 PM
1,3-butadiene	< 0.33	0.33		ug/m3	1	1/23/2021 11:31:00 PM
1,3-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/23/2021 11:31:00 PM
1,4-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/23/2021 11:31:00 PM
1,4-Dioxane	< 1.1	1.1		ug/m3	1	1/23/2021 11:31:00 PM
2,2,4-trimethylpentane	< 0.70	0.70		ug/m3	1	1/23/2021 11:31:00 PM
4-ethyltoluene	< 0.74	0.74		ug/m3	1	1/23/2021 11:31:00 PM
Acetone	7.1	7.1		ug/m3	10	1/24/2021 5:23:00 AM
Allyl chloride	< 0.47	0.47		ug/m3	1	1/23/2021 11:31:00 PM
Benzene	0.42	0.48	J	ug/m3	1	1/23/2021 11:31:00 PM
Benzyl chloride	< 0.86	0.86		ug/m3	1	1/23/2021 11:31:00 PM
Bromodichloromethane	< 1.0	1.0		ug/m3	1	1/23/2021 11:31:00 PM
Bromoform	< 1.6	1.6		ug/m3	1	1/23/2021 11:31:00 PM
Bromomethane	< 0.58	0.58		ug/m3	1	1/23/2021 11:31:00 PM
Carbon disulfide	< 0.47	0.47		ug/m3	1	1/23/2021 11:31:00 PM
Carbon tetrachloride	0.50	0.19		ug/m3	1	1/23/2021 11:31:00 PM
Chlorobenzene	< 0.69	0.69		ug/m3	1	1/23/2021 11:31:00 PM
Chloroethane	< 0.40	0.40		ug/m3	1	1/23/2021 11:31:00 PM
Chloroform	< 0.73	0.73		ug/m3	1	1/23/2021 11:31:00 PM
Chloromethane	0.85	0.31		ug/m3	1	1/23/2021 11:31:00 PM
cis-1,2-Dichloroethene	< 0.16	0.16		ug/m3	1	1/23/2021 11:31:00 PM
cis-1,3-Dichloropropene	< 0.68	0.68		ug/m3	1	1/23/2021 11:31:00 PM
Cyclohexane	< 0.52	0.52		ug/m3	1	1/23/2021 11:31:00 PM
Dibromochloromethane	< 1.3	1.3		ug/m3	1	1/23/2021 11:31:00 PM
Ethyl acetate	< 0.54	0.54		ug/m3	1	1/23/2021 11:31:00 PM
Ethylbenzene	0.78	0.65		ug/m3	1	1/23/2021 11:31:00 PM
Freon 11	1.3	0.84		ug/m3	1	1/23/2021 11:31:00 PM
Freon 113	< 1.1	1.1		ug/m3	1	1/23/2021 11:31:00 PM
Freon 114	< 1.0	1.0		ug/m3	1	1/23/2021 11:31:00 PM

Qualifiers:
 . Results reported are not blank corrected
 DL Detection Limit
 H Holding times for preparation or analysis exceeded
 JN Non-routine analyte. Quantitation estimated.
 S Spike Recovery outside accepted recovery limits
 B Analyte detected in the associated Method Blank
 E Estimated Value above quantitation range
 J Analyte detected below quantitation limit
 ND Not Detected at the Limit of Detection
 SC Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-006A

Client Sample ID: IA-06
Tag Number: 544,441
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 W/ 0.2UG/M3 CT-TCE-VC-DCE-1,1DCE			TO-15			Analyst: RJP
Freon 12	2.3	0.74		ug/m3	1	1/23/2021 11:31:00 PM
Heptane	< 0.61	0.61		ug/m3	1	1/23/2021 11:31:00 PM
Hexachloro-1,3-butadiene	< 1.6	1.6		ug/m3	1	1/23/2021 11:31:00 PM
Hexane	0.35	0.53	J	ug/m3	1	1/23/2021 11:31:00 PM
Isopropyl alcohol	1.4	0.37		ug/m3	1	1/23/2021 11:31:00 PM
m&p-Xylene	2.9	1.3		ug/m3	1	1/23/2021 11:31:00 PM
Methyl Butyl Ketone	< 1.2	1.2		ug/m3	1	1/23/2021 11:31:00 PM
Methyl Ethyl Ketone	0.71	0.88	J	ug/m3	1	1/23/2021 11:31:00 PM
Methyl Isobutyl Ketone	0.57	1.2	J	ug/m3	1	1/23/2021 11:31:00 PM
Methyl tert-butyl ether	< 0.54	0.54		ug/m3	1	1/23/2021 11:31:00 PM
Methylene chloride	0.56	0.52		ug/m3	1	1/23/2021 11:31:00 PM
o-Xylene	0.65	0.65		ug/m3	1	1/23/2021 11:31:00 PM
Propylene	< 0.26	0.26		ug/m3	1	1/23/2021 11:31:00 PM
Styrene	< 0.64	0.64		ug/m3	1	1/23/2021 11:31:00 PM
Tetrachloroethylene	< 1.0	1.0		ug/m3	1	1/23/2021 11:31:00 PM
Tetrahydrofuran	< 0.44	0.44		ug/m3	1	1/23/2021 11:31:00 PM
Toluene	1.7	0.57		ug/m3	1	1/23/2021 11:31:00 PM
trans-1,2-Dichloroethene	< 0.59	0.59		ug/m3	1	1/23/2021 11:31:00 PM
trans-1,3-Dichloropropene	< 0.68	0.68		ug/m3	1	1/23/2021 11:31:00 PM
Trichloroethene	< 0.16	0.16		ug/m3	1	1/23/2021 11:31:00 PM
Vinyl acetate	< 0.53	0.53		ug/m3	1	1/23/2021 11:31:00 PM
Vinyl Bromide	< 0.66	0.66		ug/m3	1	1/23/2021 11:31:00 PM
Vinyl chloride	< 0.10	0.10		ug/m3	1	1/23/2021 11:31:00 PM

Qualifiers:
 . Results reported are not blank corrected
 DL Detection Limit
 H Holding times for preparation or analysis exceeded
 JN Non-routine analyte. Quantitation estimated.
 S Spike Recovery outside accepted recovery limits

B Analyte detected in the associated Method Blank
 E Estimated Value above quantitation range
 J Analyte detected below quantitation limit
 ND Not Detected at the Limit of Detection
 SC Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-007A

Client Sample ID: OA-07
Tag Number: 1184,452
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 W/ 0.2UG/M3 CT-TCE-VC-DCE-1,1DCE			TO-15			Analyst: RJP
1,1,1-Trichloroethane	< 0.82	0.82		ug/m3	1	1/24/2021 12:16:00 AM
1,1,2,2-Tetrachloroethane	< 1.0	1.0		ug/m3	1	1/24/2021 12:16:00 AM
1,1,2-Trichloroethane	< 0.82	0.82		ug/m3	1	1/24/2021 12:16:00 AM
1,1-Dichloroethane	< 0.61	0.61		ug/m3	1	1/24/2021 12:16:00 AM
1,1-Dichloroethene	< 0.16	0.16		ug/m3	1	1/24/2021 12:16:00 AM
1,2,4-Trichlorobenzene	< 1.1	1.1		ug/m3	1	1/24/2021 12:16:00 AM
1,2,4-Trimethylbenzene	< 0.74	0.74		ug/m3	1	1/24/2021 12:16:00 AM
1,2-Dibromoethane	< 1.2	1.2		ug/m3	1	1/24/2021 12:16:00 AM
1,2-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/24/2021 12:16:00 AM
1,2-Dichloroethane	< 0.61	0.61		ug/m3	1	1/24/2021 12:16:00 AM
1,2-Dichloropropane	< 0.69	0.69		ug/m3	1	1/24/2021 12:16:00 AM
1,3,5-Trimethylbenzene	< 0.74	0.74		ug/m3	1	1/24/2021 12:16:00 AM
1,3-butadiene	< 0.33	0.33		ug/m3	1	1/24/2021 12:16:00 AM
1,3-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/24/2021 12:16:00 AM
1,4-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/24/2021 12:16:00 AM
1,4-Dioxane	< 1.1	1.1		ug/m3	1	1/24/2021 12:16:00 AM
2,2,4-trimethylpentane	< 0.70	0.70		ug/m3	1	1/24/2021 12:16:00 AM
4-ethyltoluene	< 0.74	0.74		ug/m3	1	1/24/2021 12:16:00 AM
Acetone	8.3	7.1		ug/m3	10	1/24/2021 6:06:00 AM
Allyl chloride	< 0.47	0.47		ug/m3	1	1/24/2021 12:16:00 AM
Benzene	0.45	0.48	J	ug/m3	1	1/24/2021 12:16:00 AM
Benzyl chloride	< 0.86	0.86		ug/m3	1	1/24/2021 12:16:00 AM
Bromodichloromethane	< 1.0	1.0		ug/m3	1	1/24/2021 12:16:00 AM
Bromoform	< 1.6	1.6		ug/m3	1	1/24/2021 12:16:00 AM
Bromomethane	< 0.58	0.58		ug/m3	1	1/24/2021 12:16:00 AM
Carbon disulfide	< 0.47	0.47		ug/m3	1	1/24/2021 12:16:00 AM
Carbon tetrachloride	0.50	0.19		ug/m3	1	1/24/2021 12:16:00 AM
Chlorobenzene	< 0.69	0.69		ug/m3	1	1/24/2021 12:16:00 AM
Chloroethane	< 0.40	0.40		ug/m3	1	1/24/2021 12:16:00 AM
Chloroform	< 0.73	0.73		ug/m3	1	1/24/2021 12:16:00 AM
Chloromethane	1.0	0.31		ug/m3	1	1/24/2021 12:16:00 AM
cis-1,2-Dichloroethene	< 0.16	0.16		ug/m3	1	1/24/2021 12:16:00 AM
cis-1,3-Dichloropropene	< 0.68	0.68		ug/m3	1	1/24/2021 12:16:00 AM
Cyclohexane	< 0.52	0.52		ug/m3	1	1/24/2021 12:16:00 AM
Dibromochloromethane	< 1.3	1.3		ug/m3	1	1/24/2021 12:16:00 AM
Ethyl acetate	< 0.54	0.54		ug/m3	1	1/24/2021 12:16:00 AM
Ethylbenzene	< 0.65	0.65		ug/m3	1	1/24/2021 12:16:00 AM
Freon 11	1.3	0.84		ug/m3	1	1/24/2021 12:16:00 AM
Freon 113	< 1.1	1.1		ug/m3	1	1/24/2021 12:16:00 AM
Freon 114	< 1.0	1.0		ug/m3	1	1/24/2021 12:16:00 AM

Qualifiers:

.	Results reported are not blank corrected	B	Analyte detected in the associated Method Blank
DL	Detection Limit	E	Estimated Value above quantitation range
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limit
JN	Non-routine analyte. Quantitation estimated.	ND	Not Detected at the Limit of Detection
S	Spike Recovery outside accepted recovery limits	SC	Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-007A

Client Sample ID: OA-07
Tag Number: 1184,452
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 W/ 0.2UG/M3 CT-TCE-VC-DCE-1,1DCE		TO-15		Analyst: RJP		
Freon 12	2.3	0.74		ug/m3	1	1/24/2021 12:16:00 AM
Heptane	< 0.61	0.61		ug/m3	1	1/24/2021 12:16:00 AM
Hexachloro-1,3-butadiene	< 1.6	1.6		ug/m3	1	1/24/2021 12:16:00 AM
Hexane	0.39	0.53	J	ug/m3	1	1/24/2021 12:16:00 AM
Isopropyl alcohol	0.91	0.37		ug/m3	1	1/24/2021 12:16:00 AM
m&p-Xylene	< 1.3	1.3		ug/m3	1	1/24/2021 12:16:00 AM
Methyl Butyl Ketone	< 1.2	1.2		ug/m3	1	1/24/2021 12:16:00 AM
Methyl Ethyl Ketone	0.47	0.88	J	ug/m3	1	1/24/2021 12:16:00 AM
Methyl Isobutyl Ketone	< 1.2	1.2		ug/m3	1	1/24/2021 12:16:00 AM
Methyl tert-butyl ether	< 0.54	0.54		ug/m3	1	1/24/2021 12:16:00 AM
Methylene chloride	0.45	0.52	J	ug/m3	1	1/24/2021 12:16:00 AM
o-Xylene	< 0.65	0.65		ug/m3	1	1/24/2021 12:16:00 AM
Propylene	< 0.26	0.26		ug/m3	1	1/24/2021 12:16:00 AM
Styrene	< 0.64	0.64		ug/m3	1	1/24/2021 12:16:00 AM
Tetrachloroethylene	< 1.0	1.0		ug/m3	1	1/24/2021 12:16:00 AM
Tetrahydrofuran	< 0.44	0.44		ug/m3	1	1/24/2021 12:16:00 AM
Toluene	< 0.57	0.57		ug/m3	1	1/24/2021 12:16:00 AM
trans-1,2-Dichloroethene	< 0.59	0.59		ug/m3	1	1/24/2021 12:16:00 AM
trans-1,3-Dichloropropene	< 0.68	0.68		ug/m3	1	1/24/2021 12:16:00 AM
Trichloroethene	< 0.16	0.16		ug/m3	1	1/24/2021 12:16:00 AM
Vinyl acetate	< 0.53	0.53		ug/m3	1	1/24/2021 12:16:00 AM
Vinyl Bromide	< 0.66	0.66		ug/m3	1	1/24/2021 12:16:00 AM
Vinyl chloride	< 0.10	0.10		ug/m3	1	1/24/2021 12:16:00 AM

Qualifiers:	.	Results reported are not blank corrected	B	Analyte detected in the associated Method Blank
	DL	Detection Limit	E	Estimated Value above quantitation range
	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limit
	JN	Non-routine analyte. Quantitation estimated.	ND	Not Detected at the Limit of Detection
	S	Spike Recovery outside accepted recovery limits	SC	Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-008A

Client Sample ID: IA-D
Tag Number: 1177,390
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 W/ 0.2UG/M3 CT-TCE-VC-DCE-1,1DCE		TO-15		Analyst: RJP		
1,1,1-Trichloroethane	< 0.82	0.82		ug/m3	1	1/24/2021 1:00:00 AM
1,1,2,2-Tetrachloroethane	< 1.0	1.0		ug/m3	1	1/24/2021 1:00:00 AM
1,1,2-Trichloroethane	< 0.82	0.82		ug/m3	1	1/24/2021 1:00:00 AM
1,1-Dichloroethane	< 0.61	0.61		ug/m3	1	1/24/2021 1:00:00 AM
1,1-Dichloroethene	< 0.16	0.16		ug/m3	1	1/24/2021 1:00:00 AM
1,2,4-Trichlorobenzene	< 1.1	1.1		ug/m3	1	1/24/2021 1:00:00 AM
1,2,4-Trimethylbenzene	< 0.74	0.74		ug/m3	1	1/24/2021 1:00:00 AM
1,2-Dibromoethane	< 1.2	1.2		ug/m3	1	1/24/2021 1:00:00 AM
1,2-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/24/2021 1:00:00 AM
1,2-Dichloroethane	< 0.61	0.61		ug/m3	1	1/24/2021 1:00:00 AM
1,2-Dichloropropane	< 0.69	0.69		ug/m3	1	1/24/2021 1:00:00 AM
1,3,5-Trimethylbenzene	< 0.74	0.74		ug/m3	1	1/24/2021 1:00:00 AM
1,3-butadiene	< 0.33	0.33		ug/m3	1	1/24/2021 1:00:00 AM
1,3-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/24/2021 1:00:00 AM
1,4-Dichlorobenzene	< 0.90	0.90		ug/m3	1	1/24/2021 1:00:00 AM
1,4-Dioxane	< 1.1	1.1		ug/m3	1	1/24/2021 1:00:00 AM
2,2,4-trimethylpentane	< 0.70	0.70		ug/m3	1	1/24/2021 1:00:00 AM
4-ethyltoluene	< 0.74	0.74		ug/m3	1	1/24/2021 1:00:00 AM
Acetone	5.1	0.71		ug/m3	1	1/24/2021 1:00:00 AM
Allyl chloride	< 0.47	0.47		ug/m3	1	1/24/2021 1:00:00 AM
Benzene	0.54	0.48		ug/m3	1	1/24/2021 1:00:00 AM
Benzyl chloride	< 0.86	0.86		ug/m3	1	1/24/2021 1:00:00 AM
Bromodichloromethane	< 1.0	1.0		ug/m3	1	1/24/2021 1:00:00 AM
Bromoform	< 1.6	1.6		ug/m3	1	1/24/2021 1:00:00 AM
Bromomethane	< 0.58	0.58		ug/m3	1	1/24/2021 1:00:00 AM
Carbon disulfide	< 0.47	0.47		ug/m3	1	1/24/2021 1:00:00 AM
Carbon tetrachloride	0.44	0.19		ug/m3	1	1/24/2021 1:00:00 AM
Chlorobenzene	< 0.69	0.69		ug/m3	1	1/24/2021 1:00:00 AM
Chloroethane	< 0.40	0.40		ug/m3	1	1/24/2021 1:00:00 AM
Chloroform	< 0.73	0.73		ug/m3	1	1/24/2021 1:00:00 AM
Chloromethane	0.78	0.31		ug/m3	1	1/24/2021 1:00:00 AM
cis-1,2-Dichloroethene	< 0.16	0.16		ug/m3	1	1/24/2021 1:00:00 AM
cis-1,3-Dichloropropene	< 0.68	0.68		ug/m3	1	1/24/2021 1:00:00 AM
Cyclohexane	< 0.52	0.52		ug/m3	1	1/24/2021 1:00:00 AM
Dibromochloromethane	< 1.3	1.3		ug/m3	1	1/24/2021 1:00:00 AM
Ethyl acetate	< 0.54	0.54		ug/m3	1	1/24/2021 1:00:00 AM
Ethylbenzene	0.78	0.65		ug/m3	1	1/24/2021 1:00:00 AM
Freon 11	1.3	0.84		ug/m3	1	1/24/2021 1:00:00 AM
Freon 113	< 1.1	1.1		ug/m3	1	1/24/2021 1:00:00 AM
Freon 114	< 1.0	1.0		ug/m3	1	1/24/2021 1:00:00 AM

Qualifiers: . Results reported are not blank corrected B Analyte detected in the associated Method Blank
DL Detection Limit E Estimated Value above quantitation range
H Holding times for preparation or analysis exceeded J Analyte detected below quantitation limit
JN Non-routine analyte. Quantitation estimated. ND Not Detected at the Limit of Detection
S Spike Recovery outside accepted recovery limits SC Sub-Contracted

Centek Laboratories, LLC

Date: 29-Jan-21

CLIENT: Asbestos & Environmental Consulting Corpo
Lab Order: C2101037
Project: Former Stathmore Building
Lab ID: C2101037-008A

Client Sample ID: IA-D
Tag Number: 1177,390
Collection Date: 1/21/2021
Matrix: AIR

Analyses	Result	DL	Qual	Units	DF	Date Analyzed
1UG/M3 W/ 0.2UG/M3 CT-TCE-VC-DCE-1,1DCE			TO-15			Analyst: RJP
Freon 12	2.2	0.74		ug/m3	1	1/24/2021 1:00:00 AM
Heptane	< 0.61	0.61		ug/m3	1	1/24/2021 1:00:00 AM
Hexachloro-1,3-butadiene	< 1.6	1.6		ug/m3	1	1/24/2021 1:00:00 AM
Hexane	< 0.53	0.53		ug/m3	1	1/24/2021 1:00:00 AM
Isopropyl alcohol	1.1	0.37		ug/m3	1	1/24/2021 1:00:00 AM
m&p-Xylene	2.9	1.3		ug/m3	1	1/24/2021 1:00:00 AM
Methyl Butyl Ketone	< 1.2	1.2		ug/m3	1	1/24/2021 1:00:00 AM
Methyl Ethyl Ketone	0.77	0.88	J	ug/m3	1	1/24/2021 1:00:00 AM
Methyl Isobutyl Ketone	0.57	1.2	J	ug/m3	1	1/24/2021 1:00:00 AM
Methyl tert-butyl ether	< 0.54	0.54		ug/m3	1	1/24/2021 1:00:00 AM
Methylene chloride	0.52	0.52		ug/m3	1	1/24/2021 1:00:00 AM
o-Xylene	0.65	0.65		ug/m3	1	1/24/2021 1:00:00 AM
Propylene	< 0.26	0.26		ug/m3	1	1/24/2021 1:00:00 AM
Styrene	< 0.64	0.64		ug/m3	1	1/24/2021 1:00:00 AM
Tetrachloroethylene	< 1.0	1.0		ug/m3	1	1/24/2021 1:00:00 AM
Tetrahydrofuran	< 0.44	0.44		ug/m3	1	1/24/2021 1:00:00 AM
Toluene	1.7	0.57		ug/m3	1	1/24/2021 1:00:00 AM
trans-1,2-Dichloroethene	< 0.59	0.59		ug/m3	1	1/24/2021 1:00:00 AM
trans-1,3-Dichloropropene	< 0.68	0.68		ug/m3	1	1/24/2021 1:00:00 AM
Trichloroethene	< 0.16	0.16		ug/m3	1	1/24/2021 1:00:00 AM
Vinyl acetate	< 0.53	0.53		ug/m3	1	1/24/2021 1:00:00 AM
Vinyl Bromide	< 0.66	0.66		ug/m3	1	1/24/2021 1:00:00 AM
Vinyl chloride	< 0.10	0.10		ug/m3	1	1/24/2021 1:00:00 AM

Qualifiers:
 . Results reported are not blank corrected
 DL Detection Limit
 H Holding times for preparation or analysis exceeded
 JN Non-routine analyte. Quantitation estimated.
 S Spike Recovery outside accepted recovery limits

B Analyte detected in the associated Method Blank
 E Estimated Value above quantitation range
 J Analyte detected below quantitation limit
 ND Not Detected at the Limit of Detection
 SC Sub-Contracted

ANALYTICAL QC SUMMARY REPORT

CLIENT: Asbestos & Environmental Consulting Corpo
Work Order: C2101037
Project: Former Stathmore Building

TestCode: 0.20_NYS

Sample ID: AMB1UG-012321	SampType: MBLK	TestCode: 0.20_NYS	Units: ppbV	Prep Date:	RunNo: 17201						
Client ID: ZZZZZ	Batch ID: R17201	TestNo: TO-15		Analysis Date: 1/23/2021	SeqNo: 195241						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
1,1,1-Trichloroethane	< 0.15	0.15									
1,1,2,2-Tetrachloroethane	< 0.15	0.15									
1,1,2-Trichloroethane	< 0.15	0.15									
1,1-Dichloroethane	< 0.15	0.15									
1,1-Dichloroethene	< 0.040	0.040									
1,2,4-Trichlorobenzene	< 0.15	0.15									
1,2,4-Trimethylbenzene	< 0.15	0.15									
1,2-Dibromoethane	< 0.15	0.15									
1,2-Dichlorobenzene	< 0.15	0.15									
1,2-Dichloroethane	< 0.15	0.15									
1,2-Dichloropropane	< 0.15	0.15									
1,3,5-Trimethylbenzene	< 0.15	0.15									
1,3-butadiene	< 0.15	0.15									
1,3-Dichlorobenzene	< 0.15	0.15									
1,4-Dichlorobenzene	< 0.15	0.15									
1,4-Dioxane	< 0.30	0.30									
2,2,4-trimethylpentane	< 0.15	0.15									
4-ethyltoluene	< 0.15	0.15									
Acetone	< 0.30	0.30									
Allyl chloride	< 0.15	0.15									
Benzene	< 0.15	0.15									
Benzyl chloride	< 0.15	0.15									
Bromodichloromethane	< 0.15	0.15									
Bromoform	< 0.15	0.15									
Bromomethane	< 0.15	0.15									

Qualifiers: . Results reported are not blank corrected DL Detection Limit E Estimated Value above quantitation range
H Holding times for preparation or analysis exceeded J Analyte detected below quantitation limit ND Not Detected at the Limit of Detection
R RPD outside accepted recovery limits S Spike Recovery outside accepted recovery limits

CLIENT: Asbestos & Environmental Consulting Corpo
Work Order: C2101037
Project: Former Stathmore Building

TestCode: 0.20_NYS

Sample ID: AMB1UG-012321	SampType: MBLK	TestCode: 0.20_NYS	Units: ppbV	Prep Date:	RunNo: 17201						
Client ID: ZZZZZ	Batch ID: R17201	TestNo: TO-15		Analysis Date: 1/23/2021	SeqNo: 195241						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Carbon disulfide	< 0.15	0.15									
Carbon tetrachloride	< 0.030	0.030									
Chlorobenzene	< 0.15	0.15									
Chloroethane	< 0.15	0.15									
Chloroform	< 0.15	0.15									
Chloromethane	< 0.15	0.15									
cis-1,2-Dichloroethene	< 0.040	0.040									
cis-1,3-Dichloropropene	< 0.15	0.15									
Cyclohexane	< 0.15	0.15									
Dibromochloromethane	< 0.15	0.15									
Ethyl acetate	< 0.15	0.15									
Ethylbenzene	< 0.15	0.15									
Freon 11	< 0.15	0.15									
Freon 113	< 0.15	0.15									
Freon 114	< 0.15	0.15									
Freon 12	< 0.15	0.15									
Heptane	< 0.15	0.15									
Hexachloro-1,3-butadiene	< 0.15	0.15									
Hexane	< 0.15	0.15									
Isopropyl alcohol	< 0.15	0.15									
m&p-Xylene	< 0.30	0.30									
Methyl Butyl Ketone	< 0.30	0.30									
Methyl Ethyl Ketone	< 0.30	0.30									
Methyl Isobutyl Ketone	< 0.30	0.30									
Methyl tert-butyl ether	< 0.15	0.15									
Methylene chloride	< 0.15	0.15									
o-Xylene	< 0.15	0.15									
Propylene	< 0.15	0.15									
Styrene	< 0.15	0.15									
Tetrachloroethylene	< 0.15	0.15									
Tetrahydrofuran	< 0.15	0.15									

Qualifiers:
. Results reported are not blank corrected
H Holding times for preparation or analysis exceeded
R RPD outside accepted recovery limits
DL Detection Limit
J Analyte detected below quantitation limit
S Spike Recovery outside accepted recovery limits
E Estimated Value above quantitation range
ND Not Detected at the Limit of Detection

CLIENT: Asbestos & Environmental Consulting Corpo
Work Order: C2101037
Project: Former Stathmore Building

TestCode: 0.20_NYS

Sample ID: AMB1UG-012321	SampType: MBLK	TestCode: 0.20_NYS	Units: ppbV	Prep Date:	RunNo: 17201						
Client ID: ZZZZZ	Batch ID: R17201	TestNo: TO-15	Analysis Date: 1/23/2021	SeqNo: 195241							
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Toluene	< 0.15	0.15									
trans-1,2-Dichloroethene	< 0.15	0.15									
trans-1,3-Dichloropropene	< 0.15	0.15									
Trichloroethene	< 0.030	0.030									
Vinyl acetate	< 0.15	0.15									
Vinyl Bromide	< 0.15	0.15									
Vinyl chloride	< 0.040	0.040									
Surr: Bromofluorobenzene	0.8700	0	1	0	87.0	67.8	93.7				

Sample ID: ALCS1UG-012321	SampType: LCS	TestCode: 0.20_NYS	Units: ppbV	Prep Date:	RunNo: 17201						
Client ID: ZZZZZ	Batch ID: R17201	TestNo: TO-15	Analysis Date: 1/23/2021	SeqNo: 195242							
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
1,1,1-Trichloroethane	0.9800	0.15	1	0	98.0	91.3	127				
1,1,2,2-Tetrachloroethane	1.020	0.15	1	0	102	78.7	121				
1,1,2-Trichloroethane	1.010	0.15	1	0	101	88.1	136				
1,1-Dichloroethane	0.9600	0.15	1	0	96.0	86.1	123				
1,1-Dichloroethene	0.9000	0.040	1	0	90.0	70	94				
1,2,4-Trichlorobenzene	1.010	0.15	1	0	101	76.7	112				
1,2,4-Trimethylbenzene	1.030	0.15	1	0	103	74.3	123				
1,2-Dibromoethane	1.000	0.15	1	0	100	80.4	125				
1,2-Dichlorobenzene	1.030	0.15	1	0	103	79.5	143				
1,2-Dichloroethane	0.9700	0.15	1	0	97.0	70.9	133				
1,2-Dichloropropane	1.000	0.15	1	0	100	91	134				
1,3,5-Trimethylbenzene	1.070	0.15	1	0	107	77.4	138				
1,3-butadiene	0.9700	0.15	1	0	97.0	71	144				
1,3-Dichlorobenzene	1.030	0.15	1	0	103	84.7	128				
1,4-Dichlorobenzene	1.050	0.15	1	0	105	77.9	131				
1,4-Dioxane	0.9600	0.30	1	0	96.0	85.1	135				
2,2,4-trimethylpentane	1.010	0.15	1	0	101	86.9	126				

Qualifiers:
 . Results reported are not blank corrected
 H Holding times for preparation or analysis exceeded
 R RPD outside accepted recovery limits
 DL Detection Limit
 J Analyte detected below quantitation limit
 S Spike Recovery outside accepted recovery limits
 E Estimated Value above quantitation range
 ND Not Detected at the Limit of Detection

CLIENT: Asbestos & Environmental Consulting Corpo
Work Order: C2101037
Project: Former Stathmore Building

TestCode: 0.20_NYS

Sample ID: ALCS1UG-012321	SampType: LCS	TestCode: 0.20_NYS	Units: ppbV	Prep Date:	RunNo: 17201						
Client ID: ZZZZZ	Batch ID: R17201	TestNo: TO-15	Analysis Date: 1/23/2021	SeqNo: 195242							
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
4-ethyltoluene	1.060	0.15	1	0	106	77.5	133				
Acetone	1.080	0.30	1	0	108	80.2	145				
Allyl chloride	0.9500	0.15	1	0	95.0	86.6	117				
Benzene	0.9800	0.15	1	0	98.0	88.9	122				
Benzyl chloride	0.9800	0.15	1	0	98.0	73.6	120				
Bromodichloromethane	1.030	0.15	1	0	103	84.3	133				
Bromoform	1.040	0.15	1	0	104	44.6	149				
Bromomethane	0.9800	0.15	1	0	98.0	78.7	144				
Carbon disulfide	0.9200	0.15	1	0	92.0	76.9	109				
Carbon tetrachloride	0.9800	0.030	1	0	98.0	71	120				
Chlorobenzene	1.000	0.15	1	0	100	82.6	121				
Chloroethane	1.040	0.15	1	0	104	67.1	146				
Chloroform	0.9700	0.15	1	0	97.0	82.5	125				
Chloromethane	0.9900	0.15	1	0	99.0	71.1	154				
cis-1,2-Dichloroethene	0.9100	0.040	1	0	91.0	71.2	112				
cis-1,3-Dichloropropene	1.010	0.15	1	0	101	90.3	137				
Cyclohexane	0.9800	0.15	1	0	98.0	87	122				
Dibromochloromethane	1.020	0.15	1	0	102	62.8	132				
Ethyl acetate	0.9600	0.15	1	0	96.0	86.9	134				
Ethylbenzene	1.000	0.15	1	0	100	76.9	123				
Freon 11	1.130	0.15	1	0	113	54.4	150				
Freon 113	0.9500	0.15	1	0	95.0	83.4	124				
Freon 114	1.020	0.15	1	0	102	82.4	144				
Freon 12	1.000	0.15	1	0	100	86.3	135				
Heptane	1.000	0.15	1	0	100	86.5	137				
Hexachloro-1,3-butadiene	1.000	0.15	1	0	100	78.7	120				
Hexane	0.9700	0.15	1	0	97.0	77.3	128				
Isopropyl alcohol	0.9400	0.15	1	0	94.0	80.2	122				
m&p-Xylene	2.080	0.30	2	0	104	77.9	132				
Methyl Butyl Ketone	1.010	0.30	1	0	101	69.4	131				
Methyl Ethyl Ketone	0.9200	0.30	1	0	92.0	71.5	117				

Qualifiers: . Results reported are not blank corrected DL Detection Limit E Estimated Value above quantitation range
H Holding times for preparation or analysis exceeded J Analyte detected below quantitation limit ND Not Detected at the Limit of Detection
R RPD outside accepted recovery limits S Spike Recovery outside accepted recovery limits

CLIENT: Asbestos & Environmental Consulting Corpo
Work Order: C2101037
Project: Former Stathmore Building

TestCode: 0.20_NYS

Sample ID: ALCS1UG-012321		SampType: LCS		TestCode: 0.20_NYS		Units: ppbV		Prep Date:		RunNo: 17201	
Client ID: ZZZZZ		Batch ID: R17201		TestNo: TO-15		Analysis Date: 1/23/2021		SeqNo: 195242			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Methyl Isobutyl Ketone	0.9800	0.30	1	0	98.0	63.5	141				
Methyl tert-butyl ether	0.9100	0.15	1	0	91.0	80.8	113				
Methylene chloride	0.9400	0.15	1	0	94.0	87.8	123				
o-Xylene	1.030	0.15	1	0	103	80.5	139				
Propylene	0.9500	0.15	1	0	95.0	96.2	135				S
Styrene	1.050	0.15	1	0	105	82.7	138				
Tetrachloroethylene	0.9600	0.15	1	0	96.0	85.9	122				
Tetrahydrofuran	0.9700	0.15	1	0	97.0	65.5	134				
Toluene	1.000	0.15	1	0	100	77.8	127				
trans-1,2-Dichloroethene	0.9700	0.15	1	0	97.0	83.3	116				
trans-1,3-Dichloropropene	0.9900	0.15	1	0	99.0	84.8	134				
Trichloroethene	0.9600	0.030	1	0	96.0	79.3	117				
Vinyl acetate	0.8900	0.15	1	0	89.0	70.5	101				
Vinyl Bromide	1.100	0.15	1	0	110	81.4	142				
Vinyl chloride	0.9400	0.040	1	0	94.0	70.4	138				
Surr: Bromofluorobenzene	1.070	0	1	0	107	95.2	113				

Sample ID: ALCS1UGD-012321		SampType: LCSD		TestCode: 0.20_NYS		Units: ppbV		Prep Date:		RunNo: 17201	
Client ID: ZZZZZ		Batch ID: R17201		TestNo: TO-15		Analysis Date: 1/24/2021		SeqNo: 195243			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
1,1,1-Trichloroethane	1.080	0.15	1	0	108	91.3	127	0.98	9.71	0	
1,1,2,2-Tetrachloroethane	1.020	0.15	1	0	102	78.7	121	1.02	0	0	
1,1,2-Trichloroethane	1.010	0.15	1	0	101	88.1	136	1.01	0	0	
1,1-Dichloroethane	1.020	0.15	1	0	102	86.1	123	0.96	6.06	0	
1,1-Dichloroethene	1.020	0.040	1	0	102	70	94	0.9	12.5	0	S
1,2,4-Trichlorobenzene	1.010	0.15	1	0	101	76.7	112	1.01	0	0	
1,2,4-Trimethylbenzene	0.9900	0.15	1	0	99.0	74.3	123	1.03	3.96	0	
1,2-Dibromoethane	1.050	0.15	1	0	105	80.4	125	1	4.88	0	
1,2-Dichlorobenzene	1.050	0.15	1	0	105	79.5	143	1.03	1.92	0	

Qualifiers:
 . Results reported are not blank corrected
 H Holding times for preparation or analysis exceeded
 R RPD outside accepted recovery limits
 DL Detection Limit
 J Analyte detected below quantitation limit
 S Spike Recovery outside accepted recovery limits
 E Estimated Value above quantitation range
 ND Not Detected at the Limit of Detection

CLIENT: Asbestos & Environmental Consulting Corpo
Work Order: C2101037
Project: Former Stathmore Building

TestCode: 0.20_NYS

Sample ID: ALCS1UGD-012321		SampType: LCSD		TestCode: 0.20_NYS		Units: ppbV		Prep Date:		RunNo: 17201	
Client ID: ZZZZZ		Batch ID: R17201		TestNo: TO-15		Analysis Date: 1/24/2021		SeqNo: 195243			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
1,2-Dichloroethane	1.020	0.15	1	0	102	70.9	133	0.97	5.03	0	
1,2-Dichloropropane	1.020	0.15	1	0	102	91	134	1	1.98	0	
1,3,5-Trimethylbenzene	1.040	0.15	1	0	104	77.4	138	1.07	2.84	0	
1,3-butadiene	1.080	0.15	1	0	108	71	144	0.97	10.7	0	
1,3-Dichlorobenzene	1.010	0.15	1	0	101	84.7	128	1.03	1.96	0	
1,4-Dichlorobenzene	1.020	0.15	1	0	102	77.9	131	1.05	2.90	0	
1,4-Dioxane	0.9900	0.30	1	0	99.0	85.1	135	0.96	3.08	0	
2,2,4-trimethylpentane	1.010	0.15	1	0	101	86.9	126	1.01	0	0	
4-ethyltoluene	1.010	0.15	1	0	101	77.5	133	1.06	4.83	0	
Acetone	1.090	0.30	1	0	109	80.2	145	1.08	0.922	0	
Allyl chloride	1.010	0.15	1	0	101	86.6	117	0.95	6.12	0	
Benzene	1.000	0.15	1	0	100	88.9	122	0.98	2.02	0	
Benzyl chloride	1.070	0.15	1	0	107	73.6	120	0.98	8.78	0	
Bromodichloromethane	1.070	0.15	1	0	107	84.3	133	1.03	3.81	0	
Bromoform	1.110	0.15	1	0	111	44.6	149	1.04	6.51	0	
Bromomethane	1.040	0.15	1	0	104	78.7	144	0.98	5.94	0	
Carbon disulfide	0.9600	0.15	1	0	96.0	76.9	109	0.92	4.26	0	
Carbon tetrachloride	1.060	0.030	1	0	106	71	120	0.98	7.84	0	
Chlorobenzene	0.9900	0.15	1	0	99.0	82.6	121	1	1.01	0	
Chloroethane	1.190	0.15	1	0	119	67.1	146	1.04	13.5	0	
Chloroform	1.030	0.15	1	0	103	82.5	125	0.97	6.00	0	
Chloromethane	1.210	0.15	1	0	121	71.1	154	0.99	20.0	0	
cis-1,2-Dichloroethene	0.9600	0.040	1	0	96.0	71.2	112	0.91	5.35	0	
cis-1,3-Dichloropropene	1.060	0.15	1	0	106	90.3	137	1.01	4.83	0	
Cyclohexane	1.000	0.15	1	0	100	87	122	0.98	2.02	0	
Dibromochloromethane	1.070	0.15	1	0	107	62.8	132	1.02	4.78	0	
Ethyl acetate	1.020	0.15	1	0	102	86.9	134	0.96	6.06	0	
Ethylbenzene	1.010	0.15	1	0	101	76.9	123	1	0.995	0	
Freon 11	1.200	0.15	1	0	120	54.4	150	1.13	6.01	0	
Freon 113	1.020	0.15	1	0	102	83.4	124	0.95	7.11	0	
Freon 114	1.160	0.15	1	0	116	82.4	144	1.02	12.8	0	

Qualifiers: . Results reported are not blank corrected DL Detection Limit E Estimated Value above quantitation range
H Holding times for preparation or analysis exceeded J Analyte detected below quantitation limit ND Not Detected at the Limit of Detection
R RPD outside accepted recovery limits S Spike Recovery outside accepted recovery limits

CLIENT: Asbestos & Environmental Consulting Corpo
Work Order: C2101037
Project: Former Stathmore Building

TestCode: 0.20_NYS

Sample ID: ALCS1UGD-012321		SampType: LCSD		TestCode: 0.20_NYS		Units: ppbV		Prep Date:		RunNo: 17201	
Client ID: ZZZZZ		Batch ID: R17201		TestNo: TO-15		Analysis Date: 1/24/2021		SeqNo: 195243			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Freon 12	1.060	0.15	1	0	106	86.3	135	1	5.83	0	
Heptane	1.010	0.15	1	0	101	86.5	137	1	0.995	0	
Hexachloro-1,3-butadiene	1.040	0.15	1	0	104	78.7	120	1	3.92	0	
Hexane	0.9900	0.15	1	0	99.0	77.3	128	0.97	2.04	0	
Isopropyl alcohol	1.140	0.15	1	0	114	80.2	122	0.94	19.2	0	
m&p-Xylene	2.070	0.30	2	0	104	77.9	132	2.08	0.482	0	
Methyl Butyl Ketone	1.020	0.30	1	0	102	69.4	131	1.01	0.985	0	
Methyl Ethyl Ketone	1.020	0.30	1	0	102	71.5	117	0.92	10.3	0	
Methyl Isobutyl Ketone	1.040	0.30	1	0	104	63.5	141	0.98	5.94	0	
Methyl tert-butyl ether	0.9600	0.15	1	0	96.0	80.8	113	0.91	5.35	0	
Methylene chloride	0.9800	0.15	1	0	98.0	87.8	123	0.94	4.17	0	
o-Xylene	1.020	0.15	1	0	102	80.5	139	1.03	0.976	0	
Propylene	1.010	0.15	1	0	101	96.2	135	0.95	6.12	0	
Styrene	1.030	0.15	1	0	103	82.7	138	1.05	1.92	0	
Tetrachloroethylene	0.9600	0.15	1	0	96.0	85.9	122	0.96	0	0	
Tetrahydrofuran	0.9900	0.15	1	0	99.0	65.5	134	0.97	2.04	0	
Toluene	1.000	0.15	1	0	100	77.8	127	1	0	0	
trans-1,2-Dichloroethene	1.020	0.15	1	0	102	83.3	116	0.97	5.03	0	
trans-1,3-Dichloropropene	1.040	0.15	1	0	104	84.8	134	0.99	4.93	0	
Trichloroethene	0.9600	0.030	1	0	96.0	79.3	117	0.96	0	0	
Vinyl acetate	0.9500	0.15	1	0	95.0	70.5	101	0.89	6.52	0	
Vinyl Bromide	1.140	0.15	1	0	114	81.4	142	1.1	3.57	0	
Vinyl chloride	1.070	0.040	1	0	107	70.4	138	0.94	12.9	0	
Surr: Bromofluorobenzene	1.040	0	1	0	104	95.2	113	0	0	0	

Qualifiers:
 . Results reported are not blank corrected
 H Holding times for preparation or analysis exceeded
 R RPD outside accepted recovery limits
 DL Detection Limit
 J Analyte detected below quantitation limit
 S Spike Recovery outside accepted recovery limits
 E Estimated Value above quantitation range
 ND Not Detected at the Limit of Detection

CLIENT: Asbestos & Environmental Consulting Corpo
Work Order: C2101037
Project: Former Stathmore Building

TestCode: 1ugM3_TO15

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
1,1,1-Trichloroethane	< 0.15	0.15									
1,1,2,2-Tetrachloroethane	< 0.15	0.15									
1,1,2-Trichloroethane	< 0.15	0.15									
1,1-Dichloroethane	< 0.15	0.15									
1,1-Dichloroethene	< 0.15	0.15									
1,2,4-Trichlorobenzene	< 0.15	0.15									
1,2,4-Trimethylbenzene	< 0.15	0.15									
1,2-Dibromoethane	< 0.15	0.15									
1,2-Dichlorobenzene	< 0.15	0.15									
1,2-Dichloroethane	< 0.15	0.15									
1,2-Dichloropropane	< 0.15	0.15									
1,3,5-Trimethylbenzene	< 0.15	0.15									
1,3-butadiene	< 0.15	0.15									
1,3-Dichlorobenzene	< 0.15	0.15									
1,4-Dichlorobenzene	< 0.15	0.15									
1,4-Dioxane	< 0.30	0.30									
2,2,4-trimethylpentane	< 0.15	0.15									
4-ethyltoluene	< 0.15	0.15									
Acetone	< 0.30	0.30									
Allyl chloride	< 0.15	0.15									
Benzene	< 0.15	0.15									
Benzyl chloride	< 0.15	0.15									
Bromodichloromethane	< 0.15	0.15									
Bromoform	< 0.15	0.15									
Bromomethane	< 0.15	0.15									
Carbon disulfide	< 0.15	0.15									
Carbon tetrachloride	< 0.15	0.15									
Chlorobenzene	< 0.15	0.15									
Chloroethane	< 0.15	0.15									
Chloroform	< 0.15	0.15									
Chloromethane	< 0.15	0.15									

Qualifiers:
. Results reported are not blank corrected
H Holding times for preparation or analysis exceeded
R RPD outside accepted recovery limits
DL Detection Limit
J Analyte detected below quantitation limit
S Spike Recovery outside accepted recovery limits
E Estimated Value above quantitation range
ND Not Detected at the Limit of Detection

CLIENT: Asbestos & Environmental Consulting Corpo
Work Order: C2101037
Project: Former Stathmore Building

TestCode: 1ugM3_TO15

Sample ID: AMB1UG-012521	SampType: MBLK	TestCode: 1ugM3_TO15	Units: ppbV	Prep Date:	RunNo: 17202						
Client ID: ZZZZZ	Batch ID: R17202	TestNo: TO-15		Analysis Date: 1/25/2021	SeqNo: 195255						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
cis-1,2-Dichloroethene	< 0.15	0.15									
cis-1,3-Dichloropropene	< 0.15	0.15									
Cyclohexane	< 0.15	0.15									
Dibromochloromethane	< 0.15	0.15									
Ethyl acetate	< 0.15	0.15									
Ethylbenzene	< 0.15	0.15									
Freon 11	< 0.15	0.15									
Freon 113	< 0.15	0.15									
Freon 114	< 0.15	0.15									
Freon 12	< 0.15	0.15									
Heptane	< 0.15	0.15									
Hexachloro-1,3-butadiene	< 0.15	0.15									
Hexane	< 0.15	0.15									
Isopropyl alcohol	< 0.15	0.15									
m&p-Xylene	< 0.30	0.30									
Methyl Butyl Ketone	< 0.30	0.30									
Methyl Ethyl Ketone	< 0.30	0.30									
Methyl Isobutyl Ketone	< 0.30	0.30									
Methyl tert-butyl ether	< 0.15	0.15									
Methylene chloride	< 0.15	0.15									
o-Xylene	< 0.15	0.15									
Propylene	< 0.15	0.15									
Styrene	< 0.15	0.15									
Tetrachloroethylene	< 0.15	0.15									
Tetrahydrofuran	< 0.15	0.15									
Toluene	< 0.15	0.15									
trans-1,2-Dichloroethene	< 0.15	0.15									
trans-1,3-Dichloropropene	< 0.15	0.15									
Trichloroethene	< 0.15	0.15									
Vinyl acetate	< 0.15	0.15									
Vinyl Bromide	< 0.15	0.15									

Qualifiers:
. Results reported are not blank corrected
H Holding times for preparation or analysis exceeded
R RPD outside accepted recovery limits
DL Detection Limit
J Analyte detected below quantitation limit
S Spike Recovery outside accepted recovery limits
E Estimated Value above quantitation range
ND Not Detected at the Limit of Detection

CLIENT: Asbestos & Environmental Consulting Corpo
Work Order: C2101037
Project: Former Stathmore Building

TestCode: 1ugM3_TO15

Sample ID: AMB1UG-012521	SampType: MBLK	TestCode: 1ugM3_TO15	Units: ppbV	Prep Date:	RunNo: 17202						
Client ID: ZZZZZ	Batch ID: R17202	TestNo: TO-15	Analysis Date: 1/25/2021	SeqNo: 195255							
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual

Vinyl chloride	< 0.15	0.15									
Surr: Bromofluorobenzene	0.9300	0	1	0	93.0	67.8	93.7				

Sample ID: ALCS1UG-012521	SampType: LCS	TestCode: 1ugM3_TO15	Units: ppbV	Prep Date:	RunNo: 17202						
Client ID: ZZZZZ	Batch ID: R17202	TestNo: TO-15	Analysis Date: 1/25/2021	SeqNo: 195256							
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual

1,1,1-Trichloroethane	1.130	0.15	1	0	113	91.3	127				
1,1,2,2-Tetrachloroethane	1.040	0.15	1	0	104	78.7	121				
1,1,2-Trichloroethane	1.020	0.15	1	0	102	88.1	136				
1,1-Dichloroethane	0.9800	0.15	1	0	98.0	86.1	123				
1,1-Dichloroethene	0.9400	0.15	1	0	94.0	70	94				
1,2,4-Trichlorobenzene	1.030	0.15	1	0	103	76.7	112				
1,2,4-Trimethylbenzene	1.010	0.15	1	0	101	74.3	123				
1,2-Dibromoethane	1.070	0.15	1	0	107	80.4	125				
1,2-Dichlorobenzene	1.010	0.15	1	0	101	79.5	143				
1,2-Dichloroethane	0.9700	0.15	1	0	97.0	70.9	133				
1,2-Dichloropropane	1.040	0.15	1	0	104	91	134				
1,3,5-Trimethylbenzene	1.010	0.15	1	0	101	77.4	138				
1,3-butadiene	0.9600	0.15	1	0	96.0	71	144				
1,3-Dichlorobenzene	1.020	0.15	1	0	102	84.7	128				
1,4-Dichlorobenzene	1.020	0.15	1	0	102	77.9	131				
1,4-Dioxane	0.9900	0.30	1	0	99.0	85.1	135				
2,2,4-trimethylpentane	1.000	0.15	1	0	100	86.9	126				
4-ethyltoluene	1.020	0.15	1	0	102	77.5	133				
Acetone	0.9900	0.30	1	0	99.0	80.2	145				
Allyl chloride	0.9500	0.15	1	0	95.0	86.6	117				
Benzene	1.000	0.15	1	0	100	88.9	122				
Benzyl chloride	1.230	0.15	1	0	123	73.6	120				S
Bromodichloromethane	1.070	0.15	1	0	107	84.3	133				

Qualifiers: . Results reported are not blank corrected
H Holding times for preparation or analysis exceeded
R RPD outside accepted recovery limits
DL Detection Limit
J Analyte detected below quantitation limit
S Spike Recovery outside accepted recovery limits
E Estimated Value above quantitation range
ND Not Detected at the Limit of Detection

CLIENT: Asbestos & Environmental Consulting Corpo
Work Order: C2101037
Project: Former Stathmore Building

TestCode: 1ugM3_TO15

Sample ID: ALCS1UG-012521	SampType: LCS	TestCode: 1ugM3_TO15	Units: ppbV	Prep Date:	RunNo: 17202						
Client ID: ZZZZZ	Batch ID: R17202	TestNo: TO-15	Analysis Date: 1/25/2021	SeqNo: 195256							
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Bromoform	1.150	0.15	1	0	115	44.6	149				
Bromomethane	0.9700	0.15	1	0	97.0	78.7	144				
Carbon disulfide	0.9600	0.15	1	0	96.0	76.9	109				
Carbon tetrachloride	1.100	0.15	1	0	110	71	120				
Chlorobenzene	0.9900	0.15	1	0	99.0	82.6	121				
Chloroethane	0.9700	0.15	1	0	97.0	67.1	146				
Chloroform	0.9700	0.15	1	0	97.0	82.5	125				
Chloromethane	0.9800	0.15	1	0	98.0	71.1	154				
cis-1,2-Dichloroethene	0.9500	0.15	1	0	95.0	71.2	112				
cis-1,3-Dichloropropene	1.110	0.15	1	0	111	90.3	137				
Cyclohexane	1.010	0.15	1	0	101	87	122				
Dibromochloromethane	1.100	0.15	1	0	110	62.8	132				
Ethyl acetate	1.020	0.15	1	0	102	86.9	134				
Ethylbenzene	1.000	0.15	1	0	100	76.9	123				
Freon 11	1.050	0.15	1	0	105	54.4	150				
Freon 113	0.9800	0.15	1	0	98.0	83.4	124				
Freon 114	0.9900	0.15	1	0	99.0	82.4	144				
Freon 12	0.9900	0.15	1	0	99.0	86.3	135				
Heptane	0.9900	0.15	1	0	99.0	86.5	137				
Hexachloro-1,3-butadiene	1.000	0.15	1	0	100	78.7	120				
Hexane	0.9800	0.15	1	0	98.0	77.3	128				
Isopropyl alcohol	1.040	0.15	1	0	104	80.2	122				
m&p-Xylene	2.040	0.30	2	0	102	77.9	132				
Methyl Butyl Ketone	1.000	0.30	1	0	100	69.4	131				
Methyl Ethyl Ketone	1.010	0.30	1	0	101	71.5	117				
Methyl Isobutyl Ketone	1.000	0.30	1	0	100	63.5	141				
Methyl tert-butyl ether	1.030	0.15	1	0	103	80.8	113				
Methylene chloride	0.9800	0.15	1	0	98.0	87.8	123				
o-Xylene	1.010	0.15	1	0	101	80.5	139				
Propylene	1.010	0.15	1	0	101	96.2	135				
Styrene	1.010	0.15	1	0	101	82.7	138				

Qualifiers:
 . Results reported are not blank corrected
 H Holding times for preparation or analysis exceeded
 R RPD outside accepted recovery limits
 DL Detection Limit
 J Analyte detected below quantitation limit
 S Spike Recovery outside accepted recovery limits
 E Estimated Value above quantitation range
 ND Not Detected at the Limit of Detection

CLIENT: Asbestos & Environmental Consulting Corpo
Work Order: C2101037
Project: Former Stathmore Building

TestCode: 1ugM3_TO15

Sample ID: ALCS1UG-012521		SampType: LCS		TestCode: 1ugM3_TO15		Units: ppbV		Prep Date:		RunNo: 17202	
Client ID: ZZZZZ		Batch ID: R17202		TestNo: TO-15		Analysis Date: 1/25/2021		SeqNo: 195256			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Tetrachloroethylene	0.9700	0.15	1	0	97.0	85.9	122				
Tetrahydrofuran	0.9500	0.15	1	0	95.0	65.5	134				
Toluene	1.010	0.15	1	0	101	77.8	127				
trans-1,2-Dichloroethene	0.9800	0.15	1	0	98.0	83.3	116				
trans-1,3-Dichloropropene	1.200	0.15	1	0	120	84.8	134				
Trichloroethene	0.9700	0.15	1	0	97.0	79.3	117				
Vinyl acetate	1.050	0.15	1	0	105	70.5	101				S
Vinyl Bromide	0.9600	0.15	1	0	96.0	81.4	142				
Vinyl chloride	0.9400	0.15	1	0	94.0	70.4	138				
Surr: Bromofluorobenzene	1.040	0	1	0	104	95.2	113				

Sample ID: ALCS1UGD-012521		SampType: LCSD		TestCode: 1ugM3_TO15		Units: ppbV		Prep Date:		RunNo: 17202	
Client ID: ZZZZZ		Batch ID: R17202		TestNo: TO-15		Analysis Date: 1/25/2021		SeqNo: 195257			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
1,1,1-Trichloroethane	1.120	0.15	1	0	112	91.3	127	1.13	0.889	0	
1,1,2,2-Tetrachloroethane	1.050	0.15	1	0	105	78.7	121	1.04	0.957	0	
1,1,2-Trichloroethane	1.030	0.15	1	0	103	88.1	136	1.02	0.976	0	
1,1-Dichloroethane	1.000	0.15	1	0	100	86.1	123	0.98	2.02	0	
1,1-Dichloroethene	0.9500	0.15	1	0	95.0	70	94	0.94	1.06	0	S
1,2,4-Trichlorobenzene	1.020	0.15	1	0	102	76.7	112	1.03	0.976	0	
1,2,4-Trimethylbenzene	1.020	0.15	1	0	102	74.3	123	1.01	0.985	0	
1,2-Dibromoethane	1.070	0.15	1	0	107	80.4	125	1.07	0	0	
1,2-Dichlorobenzene	1.010	0.15	1	0	101	79.5	143	1.01	0	0	
1,2-Dichloroethane	0.9800	0.15	1	0	98.0	70.9	133	0.97	1.03	0	
1,2-Dichloropropane	1.040	0.15	1	0	104	91	134	1.04	0	0	
1,3,5-Trimethylbenzene	1.020	0.15	1	0	102	77.4	138	1.01	0.985	0	
1,3-butadiene	0.9400	0.15	1	0	94.0	71	144	0.96	2.11	0	
1,3-Dichlorobenzene	1.040	0.15	1	0	104	84.7	128	1.02	1.94	0	
1,4-Dichlorobenzene	1.030	0.15	1	0	103	77.9	131	1.02	0.976	0	

Qualifiers:
 . Results reported are not blank corrected
 H Holding times for preparation or analysis exceeded
 R RPD outside accepted recovery limits
 DL Detection Limit
 J Analyte detected below quantitation limit
 S Spike Recovery outside accepted recovery limits
 E Estimated Value above quantitation range
 ND Not Detected at the Limit of Detection

CLIENT: Asbestos & Environmental Consulting Corpo
Work Order: C2101037
Project: Former Stathmore Building

TestCode: 1ugM3_TO15

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
1,4-Dioxane	1.010	0.30	1	0	101	85.1	135	0.99	2.00	0	
2,2,4-trimethylpentane	1.020	0.15	1	0	102	86.9	126	1	1.98	0	
4-ethyltoluene	1.020	0.15	1	0	102	77.5	133	1.02	0	0	
Acetone	1.200	0.30	1	0	120	80.2	145	0.99	19.2	0	
Allyl chloride	1.020	0.15	1	0	102	86.6	117	0.95	7.11	0	
Benzene	1.030	0.15	1	0	103	88.9	122	1	2.96	0	
Benzyl chloride	1.190	0.15	1	0	119	73.6	120	1.23	3.31	0	
Bromodichloromethane	1.060	0.15	1	0	106	84.3	133	1.07	0.939	0	
Bromoform	1.110	0.15	1	0	111	44.6	149	1.15	3.54	0	
Bromomethane	0.9900	0.15	1	0	99.0	78.7	144	0.97	2.04	0	
Carbon disulfide	0.9700	0.15	1	0	97.0	76.9	109	0.96	1.04	0	
Carbon tetrachloride	1.050	0.15	1	0	105	71	120	1.1	4.65	0	
Chlorobenzene	1.010	0.15	1	0	101	82.6	121	0.99	2.00	0	
Chloroethane	1.000	0.15	1	0	100	67.1	146	0.97	3.05	0	
Chloroform	1.000	0.15	1	0	100	82.5	125	0.97	3.05	0	
Chloromethane	1.000	0.15	1	0	100	71.1	154	0.98	2.02	0	
cis-1,2-Dichloroethene	0.9600	0.15	1	0	96.0	71.2	112	0.95	1.05	0	
cis-1,3-Dichloropropene	1.100	0.15	1	0	110	90.3	137	1.11	0.905	0	
Cyclohexane	1.030	0.15	1	0	103	87	122	1.01	1.96	0	
Dibromochloromethane	1.060	0.15	1	0	106	62.8	132	1.1	3.70	0	
Ethyl acetate	1.020	0.15	1	0	102	86.9	134	1.02	0	0	
Ethylbenzene	1.020	0.15	1	0	102	76.9	123	1	1.98	0	
Freon 11	0.9100	0.15	1	0	91.0	54.4	150	1.05	14.3	0	
Freon 113	1.000	0.15	1	0	100	83.4	124	0.98	2.02	0	
Freon 114	0.9900	0.15	1	0	99.0	82.4	144	0.99	0	0	
Freon 12	0.9800	0.15	1	0	98.0	86.3	135	0.99	1.02	0	
Heptane	1.020	0.15	1	0	102	86.5	137	0.99	2.99	0	
Hexachloro-1,3-butadiene	1.000	0.15	1	0	100	78.7	120	1	0	0	
Hexane	1.000	0.15	1	0	100	77.3	128	0.98	2.02	0	
Isopropyl alcohol	1.170	0.15	1	0	117	80.2	122	1.04	11.8	0	
m&p-Xylene	2.040	0.30	2	0	102	77.9	132	2.04	0	0	

Qualifiers:
. Results reported are not blank corrected
H Holding times for preparation or analysis exceeded
R RPD outside accepted recovery limits
DL Detection Limit
J Analyte detected below quantitation limit
S Spike Recovery outside accepted recovery limits
E Estimated Value above quantitation range
ND Not Detected at the Limit of Detection

CLIENT: Asbestos & Environmental Consulting Corpo
Work Order: C2101037
Project: Former Stathmore Building

TestCode: 1ugM3_TO15

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Methyl Butyl Ketone	1.030	0.30	1	0	103	69.4	131	1	2.96	0	
Methyl Ethyl Ketone	1.010	0.30	1	0	101	71.5	117	1.01	0	0	
Methyl Isobutyl Ketone	1.000	0.30	1	0	100	63.5	141	1	0	0	
Methyl tert-butyl ether	1.040	0.15	1	0	104	80.8	113	1.03	0.966	0	
Methylene chloride	0.9900	0.15	1	0	99.0	87.8	123	0.98	1.02	0	
o-Xylene	1.020	0.15	1	0	102	80.5	139	1.01	0.985	0	
Propylene	0.9900	0.15	1	0	99.0	96.2	135	1.01	2.00	0	
Styrene	1.030	0.15	1	0	103	82.7	138	1.01	1.96	0	
Tetrachloroethylene	0.9800	0.15	1	0	98.0	85.9	122	0.97	1.03	0	
Tetrahydrofuran	0.9800	0.15	1	0	98.0	65.5	134	0.95	3.11	0	
Toluene	1.020	0.15	1	0	102	77.8	127	1.01	0.985	0	
trans-1,2-Dichloroethene	1.010	0.15	1	0	101	83.3	116	0.98	3.02	0	
trans-1,3-Dichloropropene	1.200	0.15	1	0	120	84.8	134	1.2	0	0	
Trichloroethene	0.9600	0.15	1	0	96.0	79.3	117	0.97	1.04	0	
Vinyl acetate	1.040	0.15	1	0	104	70.5	101	1.05	0.957	0	S
Vinyl Bromide	0.9400	0.15	1	0	94.0	81.4	142	0.96	2.11	0	
Vinyl chloride	0.9200	0.15	1	0	92.0	70.4	138	0.94	2.15	0	
Surr: Bromofluorobenzene	1.040	0	1	0	104	95.2	113	0	0	0	

Qualifiers: . Results reported are not blank corrected DL Detection Limit E Estimated Value above quantitation range
H Holding times for preparation or analysis exceeded J Analyte detected below quantitation limit ND Not Detected at the Limit of Detection
R RPD outside accepted recovery limits S Spike Recovery outside accepted recovery limits



Limited Hazardous Material Bulk Sampling & Analysis Report

Former Strathmore Paints Building
1970 West Fayette Street
Syracuse, New York 13204

Prepared for:

Mr. Scott Dumas
MBM - Knowing Tree, LLC
5015 Campuswood Drive, Suite 101
East Syracuse, New York 13057

Prepared by:

Asbestos & Environmental Consulting Corporation (AECC)
6308 Fly Road
East Syracuse, New York 13057



August 24, 2020

Mr. Scott Dumas
 MBM - Knowing Tree, LLC
 5015 Campuswood Drive, Suite 101
 East Syracuse, New York 13057

**RE: Limited Hazardous Material Bulk Sampling & Analysis Report
 Former Strathmore Paints Building – 1970 W. Fayette Street, Syracuse, NY 13204
 AECC Project Number: 20-136**

Dear Mr. Dumas

The Asbestos & Environmental Consulting Corporation (AECC) conducted a limited hazardous material bulk sampling event at the former Strathmore Paints building, located at 1970 West Fayette Street, in Syracuse, New York. The sampling was limited in nature and intended to understand the general presence and magnitude of hazardous materials associated with the subject building (see Report Limitations). The following sections summarize the results:

ASBESTOS BULK SAMPLING & ANALYSIS

The asbestos bulk samples were collected by Mr. Bruce Osterman and Mr. Randy Arnold, New York State Department of Labor (NYSDOL)-certified Asbestos Building Inspectors. The following building materials were collected, labeled, and shipped to AmeriSci New York for laboratory analysis:

Table 1: Asbestos Bulk Sampling Summary

SAMPLE NUMBER	MATERIAL DESCRIPTION	SAMPLE LOCATION(S)	ASBESTOS CONTENT
PLS-001A-G	Plaster - Skim Coat (Gray)	A: 1 ST Floor, UPS B: 1 st Floor, Storage C: 1 st Floor, Factory D: 2 nd Floor, Vestibule E: 3 rd Floor: Storage F: 3 rd Floor, Office G: Basement, Storage	NAD
PLB-002A	Plaster - Base Coat (Gray)	A: 1 ST Floor, UPS B: 1 st Floor, Storage C: 1 st Floor, Factory D: 2 nd Floor, Vestibule E: 3 rd Floor: Storage F: 3 rd Floor, Office G: Basement, Storage	NAD
AC-003A,B	Aluminum Coating (Silver)	1 st Floor – Shed, Exterior	NAD

Mr. Scott Dumas
 MBM - Knowing Tree, LLC
Limited Hazardous Material Bulk Sampling & Analysis Report
Former Strathmore Paints Building – 1970 W. Fayette Street, Syracuse, New York

Table 1: Asbestos Bulk Sampling Summary

SAMPLE NUMBER	MATERIAL DESCRIPTION	SAMPLE LOCATION(S)	ASBESTOS CONTENT
GLZ-004A,B	Window Glazing Compound (Pink)	A: 1 st Floor, Lunch Room B: 1 st Floor, Store	NAD
CLK-005A,B	Window Caulk (White)	A: 1 st Floor, Lunch Room B: 1 st Floor, Store	NAD
SR-006A,B	Sheetrock (Gray)	A: 1 st Floor, Lunch Room B: 1 st Floor, Lab	NAD
JC-007A,B	Joint Compound (White)	A: 1 st Floor, Lunch Room B: 1 st Floor, Lab	NAD
GLZ-008A,B	Window Glazing Compound (Tan)	1 st Floor – Factory	NAD
CLK-009A,B	Window Caulk (Tan)	1 st Floor – Factory	NAD
SR-010A,B	Sheetrock (Gray)	A: 2 nd Floor – Reception B: 2 nd Floor – Sales	NAD
JC-011A,B	Joint Compound (White)	A: 2 nd Floor – Reception B: 2 nd Floor – Sales	NAD
FL-012A,B	Floor Filler (White)	2 nd Floor – Latex & Pigment Storage, Under Flooring	NAD
FP-013A,B	Floor Powder (Red)	2 nd Floor – Latex & Pigment Storage, On Floor	NAD
FTM-014A,B	Floor Tile Mastic (Black)	2nd Floor – Reception Closet	3.1% Chrysotile
GLZ-015A,B	Window Glazing Compound (White)	2 nd Floor - Latex & Pigment Storage	NAD
CLK-016A,B	Window Caulk (Gray)	2 nd Floor - Latex & Pigment Storage	NAD
BINS-017A,B,C	Boiler Insulation (White)	Basement – Boiler Room	28.6% Chrysotile

Table Notes:

NAD = No Asbestos Detected

Asbestos Bulk Sampling Summary – By regulatory definition, a building material must be greater than one percent (1%) asbestos to be considered an asbestos-containing material (ACM). During this survey, black floor tile mastic and white boiler insulation were determined to be ACMs by laboratory analysis. According to state and federal laws, ACMs and presumed asbestos-containing materials (PACMs) must be handled and disposed of by a licensed abatement contractor prior to any renovation or demolition-related activities. The associated laboratory analysis report has been included in Attachment B of this report.

LEAD PAINT CHIP SAMPLING & ANALYSIS

The following paint applications were sampled, labeled, and shipped to Schneider Laboratories Global, Inc. for lead analysis:

Table 2: Lead Paint Chip Sampling Summary

SAMPLE NUMBER	PAINT DESCRIPTION	SAMPLE LOCATION	LEAD CONTENT*
PAINT-001	Silver Colored Paint	1st Floor – Shed, Exterior	24.5%
PAINT-002	Dark Gray Colored Paint	1 st Floor – Storage, Floor	0.0335%
PAINT-003	White Colored Paint	1st Floor – Corridor, Wall	1.01%**
PAINT-004	Beige Colored Paint	1st Floor – Exterior	6.38%
PAINT-005	White Colored Paint	1 st Floor - Storage, Ceiling	0.0314%
PAINT-006	Brown Colored Paint	2 nd Floor – Latex & Pigment Storage, Window Sill	0.105%
PAINT-007	White Colored Paint	2 nd Floor – Latex & Pigment Storage, Wall	0.0152%
PAINT-008	White Colored Paint	3 rd Floor – Vestibule	0.0457%
PAINT-009	Off-White Colored Paint	3 rd Floor – Factory	0.231%
PAINT-010	Multi-Colored Paint	Basement – Filling Room	0.497%**

Table Notes:

* = Percentage of Lead by Weight

** = Sample contains substrate which may affect the calculation of weight percent and mg/kg.

Lead Paint Chip Sampling Summary – By regulatory definition, LBP is defined as any paint containing a minimum of 0.5% lead by weight. Three (3) paint applications (PAINT-001, PAINT-003 and PAINT-004) sampled during this survey were determined to be LBP by laboratory analysis. Additionally it should be noted that all of the other seven (7) other paint applications were determined to be lead-containing materials (LCMs), even though they are not considered LBP. By regulatory definition, a LCM contains any detectable amount of lead, even concentrations less than 0.5%. As such, certain worker protection regulations (OSHA) and waste disposal regulations (NYSDEC) shall apply during the handling, transportation, and disposal of the paint applications found at the subject building. The associated laboratory analysis report has been included in Attachment C of this report.

PCB CAULK SAMPLING & ANALYSIS

The following building caulk applications were collected from the building and shipped to Schneider Laboratories Global, Inc. for polychlorinated biphenyls (PCB) analysis. The following table summarizes the results:

Mr. Scott Dumas
MBM - Knowing Tree, LLC
Limited Hazardous Material Bulk Sampling & Analysis Report
Former Strathmore Paints Building – 1970 W. Fayette Street, Syracuse, New York

Table 3: PCB Bulk Sampling Summary

SAMPLE NUMBER	CAULK DESCRIPTION	SAMPLE LOCATION	PCB CONTENT
CLK-005P	Window Caulk (White)	1 st Floor – Store	BRL
CLK-009P	Window Caulk (Tan)	1 st Floor – Factory	BRL
CLK-016P	Window Caulk (Gray)	2 nd Floor – Latex & Pigment Storage	1.39 ppm

Table Notes:


BRL = Below Reporting Limit
ppm = Parts Per Million

PCB Bulk Sampling Summary – By regulatory definition, a PCB-containing bulk material is defined as any building material containing at least 50 ppm of PCBs. The caulk samples collected during this sampling event are not PCB-containing bulk materials; however, the gray window caulk did contain PCBs at concentration less than 50 ppm. Due to the presence of PCBs in this caulk application, certain handling (OSHA) and disposal requirements (as only certain municipal landfills accept PCBs) shall still apply. The associated laboratory analysis report has been included in Attachment D of this report.

Report Limitations – The sampling included in this report was to help the Purchaser understand the presence and magnitude of specific hazardous materials (asbestos, lead paint, PCB caulk) throughout the subject building. It is not a pre-renovation or pre-demolition survey report and must not be utilized in that manner. Prior to any renovation or demolition activities, a complete hazardous material pre-renovation / pre-demolition survey must be performed for compliance to state and federal regulations.

If you have any questions pertaining to this report, please contact me directly at AECC's corporate office (315) 432-9400.

Sincerely,
Asbestos & Environmental Consulting Corporation



Bryan Bowers
President / Owner

- Attachment A: AECC Company License & Personnel Certifications
- Attachment B: Asbestos Bulk Sampling Laboratory Results
- Attachment C: Lead Paint Chip Sampling Laboratory Results
- Attachment D: PCB Caulk Sampling Laboratory Results
- Attachment E: Figures 1, 2, 3 & 4

ATTACHMENT A

AECC Company License & Personnel Certifications

New York State – Department of Labor

Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

Asbestos & Environmental Consulting Corporation
6308 Fly Road
E. Syracuse, NY 13057

FILE NUMBER: 09-42909
LICENSE NUMBER: 42909
LICENSE CLASS: RESTRICTED
DATE OF ISSUE: 02/14/2020
EXPIRATION DATE: 02/28/2021

Duly Authorized Representative – Bryan Bowers:

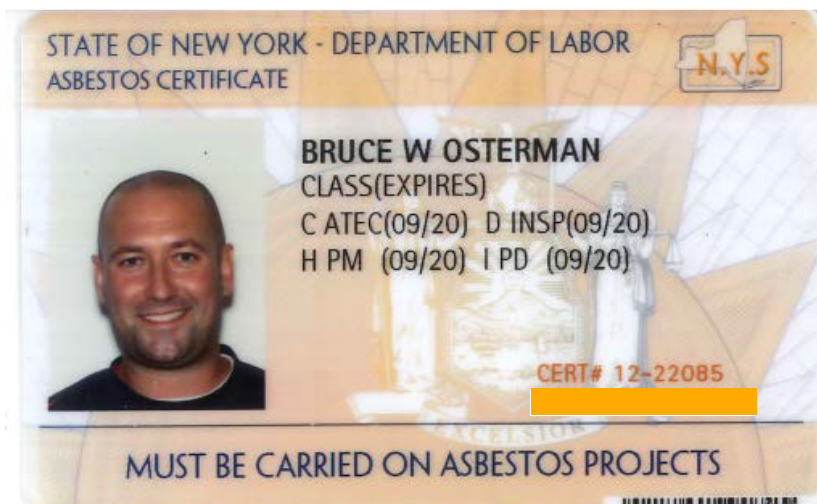
This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.



Eileen M. Franko, Director
For the Commissioner of Labor

ASBESTOS CERTIFICATION



The following letter codes (as shown on the handling certificate) represent the corresponding asbestos classifications.

A – Asbestos Handler

B – Allied Trades

C – Air sampling Technician

D – Asbestos Inspector

E – Management Planner

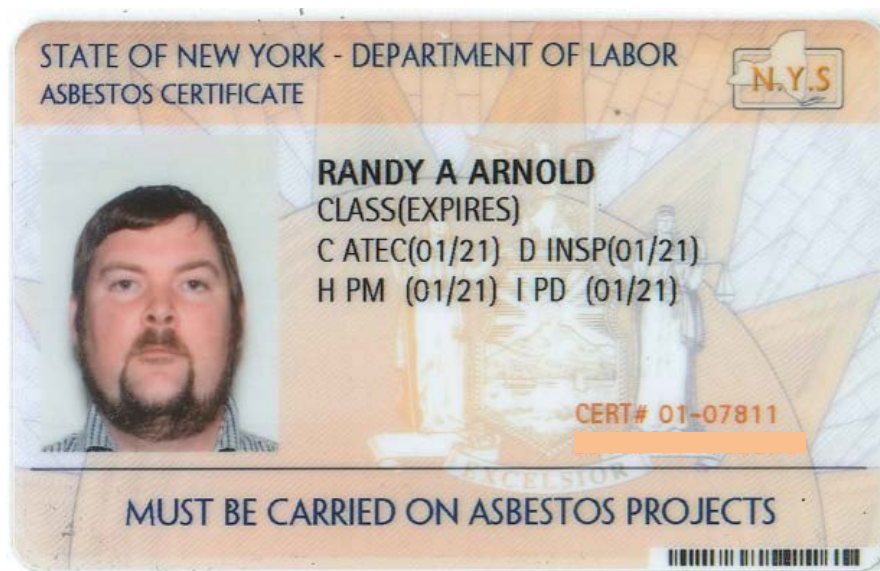
F – Operations & Maintenance

G – Asbestos Supervisor

H – Asbestos Project Monitor

I – Asbestos Project Designer

ASBESTOS CERTIFICATION



The following letter codes (as shown on the handling certificate) represent the corresponding asbestos classifications.

A – Asbestos Handler
B – Allied Trades
C – Air sampling Technician

D – Asbestos Inspector
E – Management Planner
F – Operations & Maintenance

G – Asbestos Supervisor
H – Asbestos Project Monitor
I – Asbestos Project Designer

ATTACHMENT B

Asbestos Bulk Sampling Laboratory Results



PLM Bulk Asbestos Report

Asbestos & Environmental Consulting C
Attn: Bryan Bowers
6308 Fly Road

East Syracuse, NY 13057

Date Received 08/10/20 **AmeriSci Job #** 220081894
Date Examined 08/11/20 **P.O. #**
ELAP # 11480 **Page** 1 of 8
RE: 20-136; Knowing Tree, LLC / Former Strathmore Paint
Building; 1970 West Fayette Street, Syracuse, NY 13204

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PLS-001A 1	220081894-01 Location: 1st Floor - UPS Wall, Plaster Skim Coat <Gray>	No	NAD ¹ (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Brown/White, Heterogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
PLS-001B 1	220081894-02 Location: 1st Floor - Store / Storage Wall, Plaster Skim Coat <Gray>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Brown/White, Heterogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
PLS-001C 1	220081894-03 Location: 1st Floor - Factory, Plaster Skim Coat <Gray>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Brown/White, Heterogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
PLS-001D 1	220081894-04 Location: 2nd Floor - Bathroom Vestibule, Plaster Skim Coat <Gray>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Brown/White, Heterogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
PLS-001E 1	220081894-05 Location: 3rd Floor - Storage Wall, Plaster Skim Coat <Gray>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Brown/White, Heterogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report20-136; Knowing Tree, LLC / Former Strathmore Paint Building;
1970 West Fayette Street, Syracuse, NY 13204

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PLS-001F 1	220081894-06 Location: 3rd Floor - Office Wall, Plaster Skim Coat <Gray>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Brown/White, Heterogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PLS-001G 1	220081894-07 Location: Basement - Storage, Plaster Skim Coat <Gray>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Brown/White, Heterogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PLB-002A 2	220081894-08 Location: 1st Floor - UPS Wall, Plaster Base Coat <Gray>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PLB-002B 2	220081894-09 Location: 1st Floor - Store / Storage Wall, Plaster Base Coat <Gray>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PLB-002C 2	220081894-10 Location: 1st Floor - Factory, Plaster Base Coat <Gray>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PLB-002D 2	220081894-11 Location: 2nd Floor - Bathroom Vestibule, Plaster Base Coat <Gray>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report20-136; Knowing Tree, LLC / Former Strathmore Paint Building;
1970 West Fayette Street, Syracuse, NY 13204

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PLB-002E 2	220081894-12 Location: 3rd Floor - Storage Wall, Plaster Base Coat <Gray>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
PLB-002F 2	220081894-13 Location: 3rd Floor - Office Wall, Plaster Base Coat <Gray>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
PLB-002G 2	220081894-14 Location: Basement - Storage, Plaster Base Coat <Gray>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
AL-003A 3	220081894-15 Location: Exterior Shed, Aluminum Coating <Silver>	No	NAD (by NYS ELAP 198.6) by Bo Sun on 08/11/20
Analyst Description: Silver, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 33.2 %			
AL-003B 3	220081894-16 Location: Exterior Shed, Aluminum Coating <Silver>	No	NAD (by NYS ELAP 198.6) by Bo Sun on 08/11/20
Analyst Description: Silver, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 42.4 %			
GLZ-004A 4	220081894-17 Location: A: 1st Floor Lunch Room B: 1st Floor Store, Exterior Window Glazing <Pink>	No	NAD (by NYS ELAP 198.6) by Bo Sun on 08/11/20
Analyst Description: Pink, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 3.6 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report20-136; Knowing Tree, LLC / Former Strathmore Paint Building;
1970 West Fayette Street, Syracuse, NY 13204

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
GLZ-004B 4	220081894-18 Location: A: 1st Floor Lunch Room B: 1st Floor Store, Exterior Window Glazing <Pink>	No	NAD (by NYS ELAP 198.6) by Bo Sun on 08/11/20
Analyst Description: Pink, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3.1 %			
CLK-005A 5	220081894-19 Location: A: 1st Floor Lunch Room B: 1st Floor Store, Window Caulk <White>	No	NAD (by NYS ELAP 198.6) by Bo Sun on 08/11/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 5 %			
CLK-005B 5	220081894-20 Location: A: 1st Floor Lunch Room B: 1st Floor Store, Window Caulk <Gray>	No	NAD (by NYS ELAP 198.6) by Bo Sun on 08/11/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 7.9 %			
SR-006A 6	220081894-21 Location: A: 1st Floor Lunch Room B: 1st Floor Lab, Sheetrock <Gray>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 3 %, Non-fibrous 97 %			
SR-006B 6	220081894-22 Location: A: 1st Floor Lunch Room B: 1st Floor Lab, Sheetrock <Gray>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 4 %, Non-fibrous 96 %			
JC-007A 7	220081894-23 Location: A: 1st Floor Lunch Room B: 1st Floor Lab, Joint Compound <White>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report20-136; Knowing Tree, LLC / Former Strathmore Paint Building;
1970 West Fayette Street, Syracuse, NY 13204

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
JC-007B 7	220081894-24 Location: A: 1st Floor Lunch Room B: 1st Floor Lab, Joint Compound <White>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
GLZ-008A 8	220081894-25 Location: 1st Floor Factory, Interior Window Glazing <Tan>	No	NAD (by NYS ELAP 198.6) by Bo Sun on 08/11/20
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 12.7 %			
GLZ-008B 8	220081894-26 Location: 1st Floor Factory, Interior Window Glazing <Tan>	No	NAD (by NYS ELAP 198.6) by Bo Sun on 08/11/20
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 7.9 %			
CLK-009A 9	220081894-27 Location: 1st Floor Factory, Window Caulk <Tan>	No	NAD (by NYS ELAP 198.6) by Bo Sun on 08/11/20
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 5.5 %			
CLK-009B 9	220081894-28 Location: 1st Floor Factory, Window Caulk <Tan>	No	NAD (by NYS ELAP 198.6) by Bo Sun on 08/11/20
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 5.4 %			
SR-010A 10	220081894-29 Location: A: 2nd Floor - Reception B: 2nd Floor - Sales, Sheetrock <Gray>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 2 %, Non-fibrous 98 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report20-136; Knowing Tree, LLC / Former Strathmore Paint Building;
1970 West Fayette Street, Syracuse, NY 13204

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
SR-010B 10	220081894-30 Location: A: 2nd Floor - Reception B: 2nd Floor - Sales, Sheetrock <Gray>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 3 %, Non-fibrous 97 %			
JC-011A 11	220081894-31 Location: A: 2nd Floor - Reception B: 2nd Floor - Sales, Joint Compound <White>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
JC-011B 11	220081894-32 Location: A: 2nd Floor - Reception B: 2nd Floor - Sales, Joint Compound <White>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
FL-012A 12	220081894-33 Location: 2nd Floor - Latex & Pigment Storage Under Floor, Filler <White>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Brown/White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 3 %, Non-fibrous 97 %			
FL-012B 12	220081894-34 Location: 2nd Floor - Latex & Pigment Storage Under Floor, Filler <White>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Brown/White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 2 %, Non-fibrous 98 %			
FP-013A 13	220081894-35 Location: 2nd Floor - Latex & Pigment Storage Floor, Floor Powder <Red>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Red, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 5 %, Non-fibrous 95 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report20-136; Knowing Tree, LLC / Former Strathmore Paint Building;
1970 West Fayette Street, Syracuse, NY 13204

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FP-013B 13	220081894-36 Location: 2nd Floor - Latex & Pigment Storage Floor, Floor Powder <Red>	No	NAD (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Red, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 5 %, Non-fibrous 95 %			
FTM-014A 14	220081894-37 Location: 2nd Floor - Reception Closet, Floor Tile Mastic <Black>	Yes	Trace (<0.25 % pc) ² (EPA 400 PC) by Bo Sun on 08/11/20
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 31 %			
FTM-014B 14	220081894-38 Location: 2nd Floor - Reception Closet, Floor Tile Mastic <Black>	Yes	Trace (<0.25 % pc) ² (EPA 400 PC) by Bo Sun on 08/11/20
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 27.5 %			
GLZ-015A 15	220081894-39 Location: 2nd Floor Latex & Pigment Storage, Window Glazing <White>	No	NAD (by NYS ELAP 198.6) by Bo Sun on 08/11/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3.2 %			
GLZ-015B 15	220081894-40 Location: 2nd Floor Latex & Pigment Storage, Window Glazing <White>	No	NAD (by NYS ELAP 198.6) by Bo Sun on 08/11/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 4.8 %			
CLK-016A 16	220081894-41 Location: 2nd Floor Latex & Pigment Storage, Window Caulk <Gray>	No	NAD (by NYS ELAP 198.6) by Bo Sun on 08/11/20
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 44.2 %			

Client Name: Asbestos & Environmental Consulting Corp.

PLM Bulk Asbestos Report

20-136; Knowing Tree, LLC / Former Strathmore Paint Building;
1970 West Fayette Street, Syracuse, NY 13204

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
CLK-016B 16	220081894-42 Location: 2nd Floor Latex & Pigment Storage, Window Caulk <Gray>	No	NAD (by NYS ELAP 198.6) by Bo Sun on 08/11/20
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 38.2 %			
BINS-017A 17	220081894-43 Location: Basement - Boiler Room, Boiler Insulation <White>	Yes	28.6 % (by NYS ELAP 198.1) by Bo Sun on 08/11/20
Analyst Description: Grey/White, Homogeneous, Fibrous, Bulk Material Asbestos Types: Chrysotile 28.6 % Other Material: Non-fibrous 71.4 %			
BINS-017B 17	220081894-44 Location: Basement - Boiler Room, Boiler Insulation <White>		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
BINS-017C 17	220081894-45 Location: Basement - Boiler Room, Boiler Insulation (White)		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			

Reporting Notes:

- (1) This PLM job was analyzed using Nikon Labophot Pol Scope S/N 954314
- (2) Sample prepared for analysis by ELAP 198.6 method

Analyzed by: Bo Sun *Bo Sun*
 *NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis by Appd E to Subpt E, 40 CFR 763 (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or ELAP 198.6 for NOB samples or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA-LAP, LLC Lab ID 102843, RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054.

Reviewed By: *Johanna* _____ END OF REPORT _____

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

20-136; Knowing Tree, LLC / Former Strathmore Paint Building; 1970 West Fayette Street, Syracuse, NY 13204

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	PLS-001A	1	----	----	----	----	NAD	NA
	Location: 1st Floor - UPS Wall, Plaster Skim Coat <Gray>							
02	PLS-001B	1	----	----	----	----	NAD	NA
	Location: 1st Floor - Store / Storage Wall, Plaster Skim Coat <Gray>							
03	PLS-001C	1	----	----	----	----	NAD	NA
	Location: 1st Floor - Factory, Plaster Skim Coat <Gray>							
04	PLS-001D	1	----	----	----	----	NAD	NA
	Location: 2nd Floor - Bathroom Vestibule, Plaster Skim Coat <Gray>							
05	PLS-001E	1	----	----	----	----	NAD	NA
	Location: 3rd Floor - Storage Wall, Plaster Skim Coat <Gray>							
06	PLS-001F	1	----	----	----	----	NAD	NA
	Location: 3rd Floor - Office Wall, Plaster Skim Coat <Gray>							
07	PLS-001G	1	----	----	----	----	NAD	NA
	Location: Basement - Storage, Plaster Skim Coat <Gray>							
08	PLB-002A	2	----	----	----	----	NAD	NA
	Location: 1st Floor - UPS Wall, Plaster Base Coat <Gray>							
09	PLB-002B	2	----	----	----	----	NAD	NA
	Location: 1st Floor - Store / Storage Wall, Plaster Base Coat <Gray>							
10	PLB-002C	2	----	----	----	----	NAD	NA
	Location: 1st Floor - Factory, Plaster Base Coat <Gray>							
11	PLB-002D	2	----	----	----	----	NAD	NA
	Location: 2nd Floor - Bathroom Vestibule, Plaster Base Coat <Gray>							
12	PLB-002E	2	----	----	----	----	NAD	NA
	Location: 3rd Floor - Storage Wall, Plaster Base Coat <Gray>							
13	PLB-002F	2	----	----	----	----	NAD	NA
	Location: 3rd Floor - Office Wall, Plaster Base Coat <Gray>							
14	PLB-002G	2	----	----	----	----	NAD	NA
	Location: Basement - Storage, Plaster Base Coat <Gray>							
15	AL-003A	3	0.242	49.6	17.2	33.2	NAD	NAD
	Location: Exterior Shed, Aluminum Coating <Silver>							
16	AL-003B	3	0.224	39.1	18.5	42.4	NAD	NAD
	Location: Exterior Shed, Aluminum Coating <Silver>							

See Reporting notes on last page

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

20-136; Knowing Tree, LLC / Former Strathmore Paint Building; 1970 West Fayette Street, Syracuse, NY 13204

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	GLZ-004A	4	0.248	11.7	84.7	3.6	NAD	NAD
	Location: A: 1st Floor Lunch Room B: 1st Floor Store, Exterior Window Glazing <Pink>							
18	GLZ-004B	4	0.224	8.0	88.9	3.1	NAD	NAD
	Location: A: 1st Floor Lunch Room B: 1st Floor Store, Exterior Window Glazing <Pink>							
19	CLK-005A	5	0.283	24.4	70.6	5.0	NAD	NAD
	Location: A: 1st Floor Lunch Room B: 1st Floor Store, Window Caulk <White>							
20	CLK-005B	5	0.180	25.2	66.9	7.9	NAD	NAD
	Location: A: 1st Floor Lunch Room B: 1st Floor Store, Window Caulk <Gray>							
21	SR-006A	6	---	---	---	---	NAD	NA
	Location: A: 1st Floor Lunch Room B: 1st Floor Lab, Sheetrock <Gray>							
22	SR-006B	6	---	---	---	---	NAD	NA
	Location: A: 1st Floor Lunch Room B: 1st Floor Lab, Sheetrock <Gray>							
23	JC-007A	7	---	---	---	---	NAD	NA
	Location: A: 1st Floor Lunch Room B: 1st Floor Lab, Joint Compound <White>							
24	JC-007B	7	---	---	---	---	NAD	NA
	Location: A: 1st Floor Lunch Room B: 1st Floor Lab, Joint Compound <White>							
25	GLZ-008A	8	0.181	20.0	67.3	12.7	NAD	NAD
	Location: 1st Floor Factory, Interior Window Glazing <Tan>							
26	GLZ-008B	8	0.200	16.4	75.7	7.9	NAD	NAD
	Location: 1st Floor Factory, Interior Window Glazing <Tan>							
27	CLK-009A	9	0.224	14.8	79.7	5.5	NAD	NAD
	Location: 1st Floor Factory, Window Caulk <Tan>							
28	CLK-009B	9	0.196	16.3	78.3	5.4	NAD	NAD
	Location: 1st Floor Factory, Window Caulk <Tan>							
29	SR-010A	10	---	---	---	---	NAD	NA
	Location: A: 2nd Floor - Reception B: 2nd Floor - Sales, Sheetrock <Gray>							
30	SR-010B	10	---	---	---	---	NAD	NA
	Location: A: 2nd Floor - Reception B: 2nd Floor - Sales, Sheetrock <Gray>							
31	JC-011A	11	---	---	---	---	NAD	NA
	Location: A: 2nd Floor - Reception B: 2nd Floor - Sales, Joint Compound <White>							
32	JC-011B	11	---	---	---	---	NAD	NA
	Location: A: 2nd Floor - Reception B: 2nd Floor - Sales, Joint Compound <White>							

Client Name: Asbestos & Environmental Consulting Corp.

Table I
Summary of Bulk Asbestos Analysis Results

20-136; Knowing Tree, LLC / Former Strathmore Paint Building; 1970 West Fayette Street, Syracuse, NY 13204

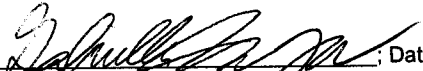
AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
33	FL-012A	12	----	----	----	----	NAD	NA
Location: 2nd Floor - Latex & Pigment Storage Under Floor, Filler <White>								
34	FL-012B	12	----	----	----	----	NAD	NA
Location: 2nd Floor - Latex & Pigment Storage Under Floor, Filler <White>								
35	FP-013A	13	----	----	----	----	NAD	NA
Location: 2nd Floor - Latex & Pigment Storage Floor, Floor Powder <Red>								
36	FP-013B	13	----	----	----	----	NAD	NA
Location: 2nd Floor - Latex & Pigment Storage Floor, Floor Powder <Red>								
37	FTM-014A	14	0.162	38.4	30.6	27.9	Chrysotile <0.25	Chrysotile 3.1
Location: 2nd Floor - Reception Closet, Floor Tile Mastic <Black>								
38	FTM-014B	14	0.089	35.8	36.7	27.5	Chrysotile <0.25	NA/PS
Location: 2nd Floor - Reception Closet, Floor Tile Mastic <Black>								
39	GLZ-015A	15	0.276	9.0	87.9	3.2	NAD	NAD
Location: 2nd Floor Latex & Pigment Storage, Window Glazing <White>								
40	GLZ-015B	15	0.286	9.5	85.8	4.8	NAD	NAD
Location: 2nd Floor Latex & Pigment Storage, Window Glazing <White>								
41	CLK-016A	16	0.234	33.3	22.5	44.2	NAD	NAD
Location: 2nd Floor Latex & Pigment Storage, Window Caulk <Gray>								
42	CLK-016B	16	0.188	38.4	23.4	38.2	NAD	NAD
Location: 2nd Floor Latex & Pigment Storage, Window Caulk <Gray>								
43	BINS-017A	17	----	----	----	----	Chrysotile 28.6	NA
Location: Basement - Boiler Room, Boiler Insulation <White>								
44	BINS-017B	17	----	----	----	----	NA/PS	NA
Location: Basement - Boiler Room, Boiler Insulation <White>								
45	BINS-017C	17	----	----	----	----	NA/PS	NA
Location: Basement - Boiler Room, Boiler Insulation (White)								

Client Name: Asbestos & Environmental Consulting Corp.

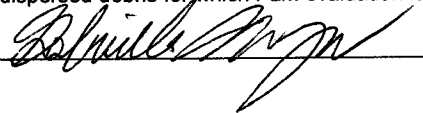
Table I
Summary of Bulk Asbestos Analysis Results

20-136; Knowing Tree, LLC / Former Strathmore Paint Building; 1970 West Fayette Street, Syracuse, NY 13204

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
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Analyzed by: Gabriella Morozov ; Date Analyzed 8/12/2020 *Hitachi #600-Noran*
 **Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis, PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples); NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, AIHA-LAP, LLC (PLM) Lab ID 102843.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Reviewed By: 



Asbestos Bulk Sample Chain of Custody

Project No. 20-136
 Client Knowing Tree, LLC
 Address Former Strathmore Paint Building
1970 West Fayette Street
Syracuse, NY 13204

AECC Contact: Bryan Bowers
 Office Phone: 315-432-9400
 Office Fax: 315-432-9405
 E-mail: labdata@aeccgroupp.com

Sample ID	Material Description	Sample Location
PLS-001A	Plaster skim coat (gray)	1 st Floor - UPS wall
PLS-001B		1 st Floor - Store/Storage wall
PLS-001C		1 st Floor - Factory
PLS-001D		2 nd Floor - Bathroom Vestibule
PLS-001E		3 rd Floor - Storage wall
PLS-001F		3 rd Floor - office wall
PLS-001G		Basement - Storage
PLB-002A	Plaster base coat (gray)	1 st Floor - UPS wall
PLB-002B		1 st Floor - Store/Storage wall
PLB-002C		1 st Floor - Factory
PLB-002D		2 nd Floor - Bathroom Vestibule
PLB-002E		3 rd Floor - Storage wall
PLB-002F		3 rd Floor - office wall
PLB-002G		Basement - Storage
AL-003AB	Aluminum Coating (silver)	Exterior Sheel
GLZ-004AB	Exterior window glazing (Pink)	A: 1 st Floor Lunch Room B: 1 st Floor Store
CLK-005AB	Window Caulk (White)	A: 1 st Floor Lunch Room B: 1 st Floor Store
SR-006AB	Sheetrock (Gray)	A: 1 st Floor Lunch Room B: 1 st Floor Lab
JC-007AB	Joint Compound (White)	A: 1 st Floor Lunch Room B: 1 st Floor Lab
GLZ-008AB	Interior window glazing (Tan)	1 st Floor Factory

- Analyzing Sequence:
- 1 - Separate layers/mastics for individual analysis, if applicable.
 - 2 - Determine method of analysis for PLM (198.1 or 198.6).
 - 3 - If the PLM NOB result is equal to or greater than 1% asbestos, testing of material is complete.
 If the PLM NOB result is less than 1% asbestos, please analyze utilizing TEM.
 - 4 - If submitted in series (A, B, C), please stop at first positive.
 - 5 - Report results as % Asbestos via e-mail.

#220081894

Sample Turnaround Time: 5-day Verbal To: _____ Phone: _____

Sampled By:	Bruce Osterman/Randy Arnold	Date:	8/7/20
Shipped By:	Fed-Ex	Date:	8/7/20
Received By Lab:	<i>[Signature]</i>	Date:	8/10/20 1045
Results e-mailed By:		Date:	

ATTACHMENT C

Lead Paint Chip Sampling Laboratory Results



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Asbestos & Environmental Consulting Corp. (4307)
Address: 6308 Fly Road
East Syracuse, NY 13057

Order #: 380792

Matrix: Paint
Received: 08/10/20
Analyzed: 08/10/20
Reported: 08/10/20

Attn:
Project: Former Strathmore Paint
Location: 1970 West Fayette Street
Number: 20-136

PO Number:

Table with 8 columns: Sample ID, Cust. Sample ID, Location Method, Sample Date, Weight Total µg, % / Wt., Conc., RL*. Contains 10 rows of sample data for lead testing in various locations like Exterior Of Shed, Floor Of Storage 1st, etc.

Sample contains substrate which may affect the calculation of weight percent and mg/kg.

Sample contains substrate which may affect the calculation of weight percent and mg/kg.

Analyst: MY
380792-08/10/20 03:29 PM

Kelly Muncy (signature)

Reviewed By: Kelly Muncy
Analyst

Minimum reporting limit: 10.0 µg. All internal QC parameters were met. Unusual sample conditions, if any, are described. Do not reproduce this report except in full. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results reported relate only to the samples submitted. AIHA-LAP, LLC accredited for Lead (Lab ID 100527).

ATTACHMENT D

PCB Caulk Sampling Laboratory Results



Customer: Asbestos & Environmental Consulting Corp. (4307)
Address: 6308 Fly Road
East Syracuse, NY 13057

Order #: 380791

Matrix Bulk
Received 08/10/20
Reported 08/13/20

Attn:
Project: Former Strathmore Paint
Location: 1970 West Fayette Street
Number: 19-136

PO Number:

Sample ID	Cust. Sample ID	Location	Result	RL*	Units	Analysis Date	Analyst
Parameter		Method					
380791-001	CLK-005P	1st Floor-Store					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A	<479	479	µg/kg	08/11/20	AE
Aroclor - 1221		SW846 8082A	<479	479	µg/kg	08/11/20	AE
Aroclor - 1232		SW846 8082A	<479	479	µg/kg	08/11/20	AE
Aroclor - 1242		SW846 8082A	<479	479	µg/kg	08/11/20	AE
Aroclor - 1248		SW846 8082A	<479	479	µg/kg	08/11/20	AE
Aroclor - 1254		SW846 8082A	<479	479	µg/kg	08/11/20	AE
Aroclor - 1260		SW846 8082A	<479	479	µg/kg	08/11/20	AE
Aroclor - 1262		SW846 8082A	<479	479	µg/kg	08/11/20	AE
Aroclor - 1268		SW846 8082A	<479	479	µg/kg	08/11/20	AE
PCB - Surrogate Recoveries							
DCB		MI					
TCMX		MI					
380791-002	CLK-009P	1st Floor-Factory					
Semi-volatile Organic Compounds							
Aroclor - 1016		SW846 8082A	<452	452	µg/kg	08/11/20	AE
Aroclor - 1221		SW846 8082A	<452	452	µg/kg	08/11/20	AE
Aroclor - 1232		SW846 8082A	<452	452	µg/kg	08/11/20	AE
Aroclor - 1242		SW846 8082A	<452	452	µg/kg	08/11/20	AE
Aroclor - 1248		SW846 8082A	<452	452	µg/kg	08/11/20	AE
Aroclor - 1254		SW846 8082A	<452	452	µg/kg	08/11/20	AE
Aroclor - 1260		SW846 8082A	<452	452	µg/kg	08/11/20	AE
Aroclor - 1262		SW846 8082A	<452	452	µg/kg	08/11/20	AE
Aroclor - 1268		SW846 8082A	<452	452	µg/kg	08/11/20	AE
PCB - Surrogate Recoveries							
DCB		MI					
TCMX		126%					

All internal QC parameters were met. Unusual sample conditions, if any, are described. Surrogate Spike results designated with "D" indicate that the analyte was diluted out. "MI" indicates matrix interference. Concentration and *Reporting Limit (RL) based on areas provided by client. Values are reported to three significant figures. Solid PPM = mg/kg | PPB = µg/kg and Water PPM = mg/L | PPB = µg/L. The test results reported relate only to the samples submitted.



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Asbestos & Environmental Consulting Corp. (4307)
Address: 6308 Fly Road
East Syracuse, NY 13057

Order #: 380791

Matrix: Bulk
Received: 08/10/20
Reported: 08/13/20

Attn:
Project: Former Strathmore Paint
Location: 1970 West Fayette Street
Number: 19-136

PO Number:

Table with columns: Sample ID, Cust. Sample ID, Location, Parameter, Method, Result, RL*, Units, Analysis Date, Analyst. Includes data for Semi-volatile Organic Compounds and PCB/DCB/TCMX surrogate recoveries.

380791-08/13/20 05:09 PM

Handwritten signature

Reviewed By: Thoria Nadiem
Analyst

All internal QC parameters were met. Unusual sample conditions, if any, are described. Surrogate Spike results designated with "D" indicate that the analyte was diluted out. "MI" indicates matrix interference. Concentration and *Reporting Limit (RL) based on areas provided by client. Values are reported to three significant figures. Solid PPM = mg/kg | PPB = µg/kg and Water PPM = mg/L | PPB = µg/L. The test results reported relate only to the samples submitted.



Customer: Asbestos & Environmental Consulting Corp. (4307)
Address: 6308 Fly Road
East Syracuse, NY 13057

Order #: 380791

Matrix Bulk
Received 08/10/20
Reported 08/13/20

Attn:
Project: Former Strathmore Paint
Location: 1970 West Fayette Street
Number: 19-136

PO Number:

Sample ID	Cust. Sample ID	Location	Result	RL*	Units	Analysis Date	Analyst
Parameter		Method					

State Certifications

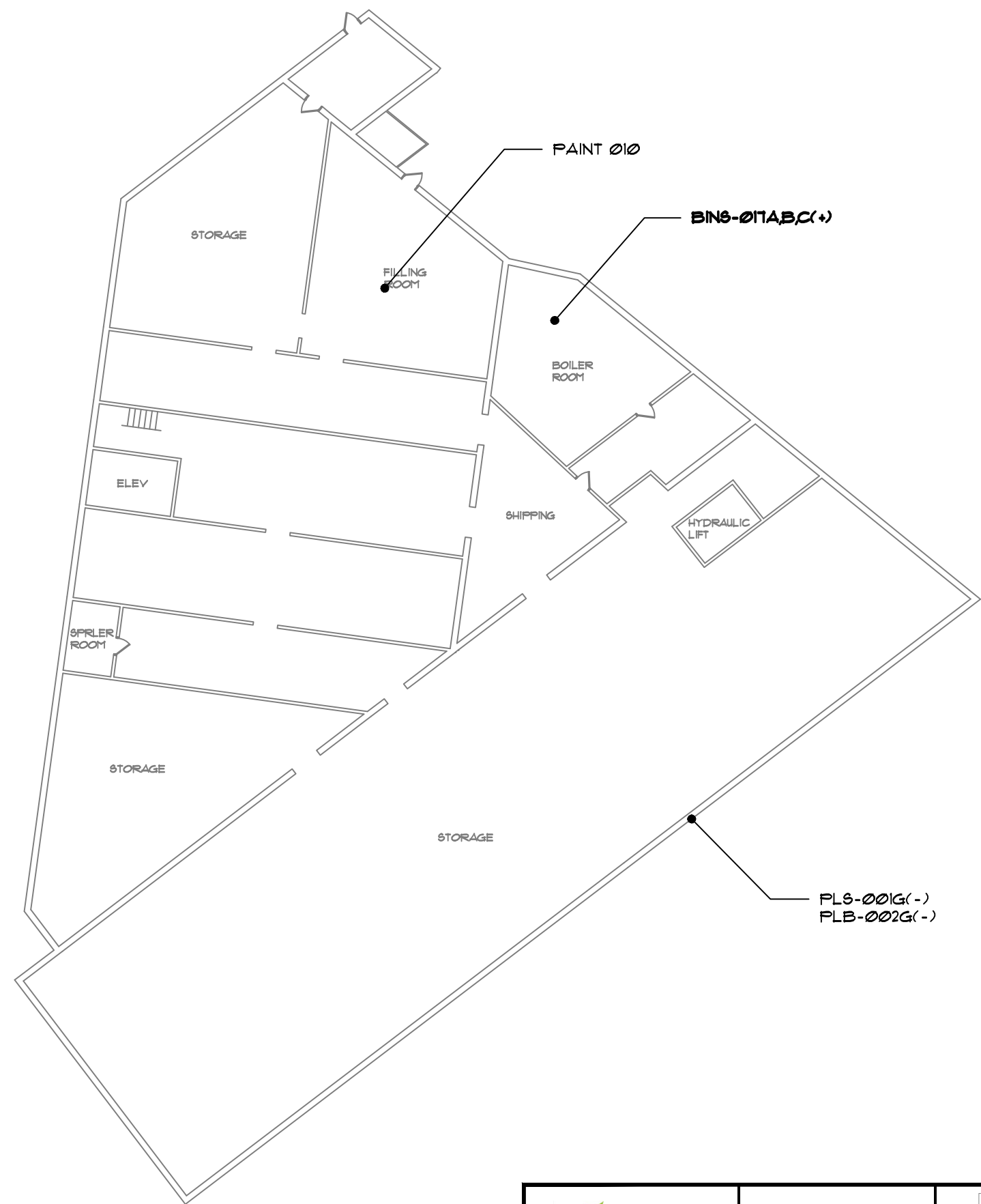
Method	Parameter	New York	Virginia
SW846 8082A	Aroclor - 1016	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1221	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1232	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1242	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1248	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1254	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1260	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1262	ELAP Certified	VELAP Certified
SW846 8082A	Aroclor - 1268	ELAP Certified	VELAP Certified

State	Certificate Number
New York	ELAP 61372
Virginia	VELAP 10779

All internal QC parameters were met. Unusual sample conditions, if any, are described. Surrogate Spike results designated with "D" indicate that the analyte was diluted out. "MI" indicates matrix interference. Concentration and *Reporting Limit (RL) based on areas provided by client. Values are reported to three significant figures. Solid PPM = mg/kg | PPB = µg/kg and Water PPM = mg/L | PPB = µg/L. The test results reported relate only to the samples submitted.

ATTACHMENT E

Figures 1, 2, 3 & 4



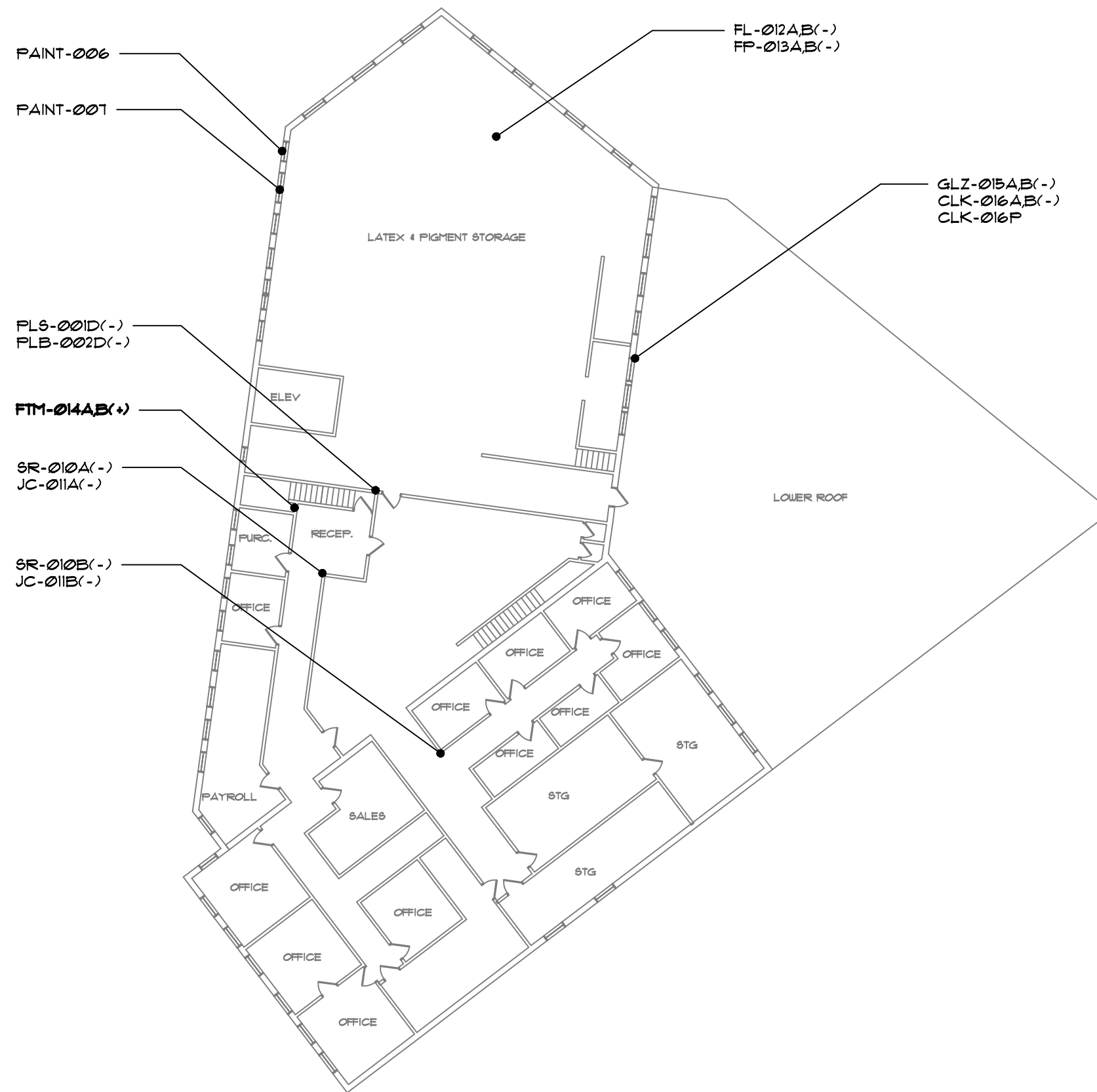
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PROJECT NO.	20-136
DRAWN:	AUG. 2020
DRAWN BY:	NP
CHECKED BY:	BB

STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION OFFICE OF ASBESTOS ABATEMENT AND REMEDIATION	PROJECT NO. 20-136 DRAWN: AUG. 2020 DRAWN BY: NP CHECKED BY: BB	STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION OFFICE OF ASBESTOS ABATEMENT AND REMEDIATION
Sample Location Drawings		

FIGURE

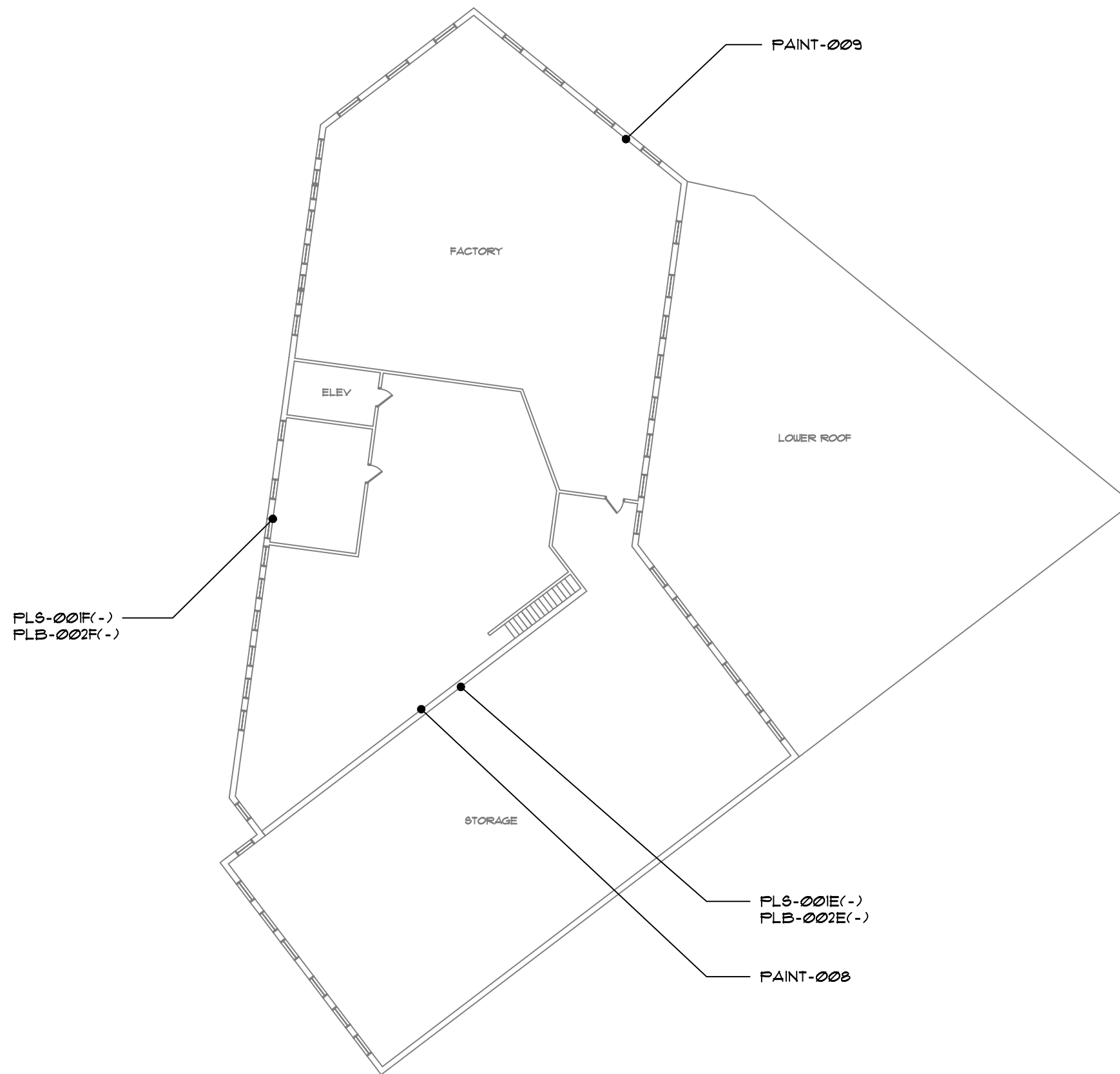


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<p>□□ r □ r S r □□□ □ r P □□□□ □□□ d □□□ □□□□ □ □□□□□□□□□□ S r □□□ S r □□□□, N □ Y r □□□□□ S □□□□ d □□□□ r P □□□</p>	<p>FIGURE</p> <p>□</p>
<p>Sample Location Drawings</p>	



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□□r □r Sr □□□ □r P □□□□ □□□□ □□□□ □ □□□□□□□□□□ Sr □□□ Sr □□□□□, N□ Yr □□□□□ T□rd □□□□r P□□□
Sample Location Drawings

FIGURE
□

Phase I Environmental Site Assessment

1970 West Fayette Street

Prepared for:

Fayette Street Coatings, Inc.

Prepared by:



C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212

January 2019

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APPENDICES

Appendix A	Environmental Database Provider Documents: Historical Aerial Photography Fire Insurance Maps Historic Topographic Mapping Database Search Report Vapor Encroachment Screening Report City Directory Report
Appendix B	Client / User Questionnaire
Appendix C	Site Photographs

EXECUTIVE SUMMARY

At the request of Fayette Street Coatings, Inc., C&S Engineers, Inc. (C&S) has completed this Phase I Environmental Site Assessment report of the City of Syracuse Tax Map ID Nos. 112.-25-01.0, 112.-25-02.0, 112.-25-03.0, 112.-25-04.0, and 111.-10-04.2, which are located at multiple addresses, the primary being 1970 West Fayette Street. The Subject Property is 1.37 acres and is reportedly owned by Strathmore Products Inc. The Subject Property contains an approximate 50,000 square foot industrial building constructed in 1885.

The observations made during C&S' December 7, 2018 site reconnaissance are included in latter sections of this report. The remainder of this report includes information collected from various federal, state and local agencies and reasonably ascertainable historical records such as tax records, aerial photographs, and topographic maps.

Based on the results of this Phase I ESA, the following findings and opinions are provided:

Findings and Opinion:

- The Subject Property consists of City of Syracuse Tax Map ID No.(s) 112.-25-01.0, 112.-25-02.0, 112.-25-03.0, 112.-25-04.0, and 111.-10-04.2, which are located at multiple addresses, the primary being 1970 West Fayette Street. The Subject Property is 1.37 acres and is reportedly owned by Strathmore Products Inc. The Subject Property contains an approximate 50,000 square foot industrial building, loading docks, and parking lots.
- The Subject Structure was constructed in 1885. Based on the historical documents reviewed, the original occupants are not known, but over the years, the Subject Property has been occupied by Papworth Mail Order Company, potato chip warehousing, Haverly Electric Company, carpet cleaning business, Dean Materials Supply Company, and Strathmore Products. According to Strathmore Products personnel, the Subject Structure was used in the early 20th century as a jail and for the manufacturing of fire trucks. A large coal pile was located on the southern portion of the Subject Property in the 1950s. Generally historical surrounding land use has been commercial or industrial in nature.
- Review of the environmental database report did not include listings that are indicative of a Recognized Environmental Condition or vapor encroachment concerns with respect to the Subject Property.
- Four petroleum and chemical USTs were closed in place at the Subject Property in the mid-1980s. the USTs included:
 - Two 1,000 to 2,000-gallon USTs that formerly contained gasoline. One is located along the east side of the Subject Structure at the loading docks and the other is located along the west side of the Subject Structure in the asphalt parking lot. Evidence of the tanks such as fill or vent pipes were not identified. However, their locations were identified by Strathmore

Products personnel at the time of the site reconnaissance. A gasoline tank is shown on the 1953 to 1990 fire insurance maps, and is believed to be the gasoline UST located along the east side of the Subject Structure.

- One 15,000-gallon UST with three compartments that historically held xylene, toluene, and Aromatic 100. The UST is located along the east side of the Subject Structure at the loading docks. The vent and fill pipes were observed in the fence line.
- One 2,000 to 5,000-gallon UST holding No.4 heating oil. The UST is located is located along the east side of the Subject Structure at the loading docks. Evidence of the tank such as fill or vent pipes were not identified. However, their locations were identified by Strathmore Products personnel at the time of the site reconnaissance.

Mr. Bockus indicated that the fire department was involved in the tank closures and that each tank was emptied, cleaned, and subsequently filled with sand or concrete. Documentation regarding their proper closure was not provided by Strathmore Products or the NYSDEC. A response from the Syracuse Fire Department is pending. Therefore, the USTs are considered Recognized Environmental Conditions.

- Strathmore products personnel indicated that a spill of 730 gallons of latex paint occurred on October 27, 2009. The spill originated from a broken pipe associated with a 6,500-gallon plastic AST located in the metal building. The spill generally discharged to the sanitary sewer system. According to the NYSDEC Online Spill database, the spill was closed the same day it was reported. Therefore, the spill is considered a Historical Recognized Environmental Condition.
- The paint manufacturing process has resulted in the spillage of paints to the basement floor. The types and amount of paint spilled, as well as the construction and condition of the underlying floor is unknown. Therefore, the spillage of product from the historical utilization of the Subject Property for paint manufacturing is considered a Recognized Environmental Condition.
- In the northern portion of the basement is an air compressor and location of a former air compressor. The concrete floor at the locations of both compressors is oil stained. A 55-gallon drum of used oil is located adjacent to one of the compressors. The oil stained floors are located adjacent to exterior doors and oil-absorbing booms have been placed along the insides of the doors. It does not appear that the releases have escaped the building. However, this could not be confirmed due to a snow cover. If the spill is contained on the concrete floor, this condition is considered de minimus.

Please refer to Sections 9, 10, and 11 for our complete Findings, Opinion, and Conclusion.

1.0 INTRODUCTION

1.1 Purpose and Scope of Services

The work conducted in the process of this Phase I ESA was completed consistent with the applicable guidelines developed in the American Society of Testing Materials (ASTM) Standard E 1527-13. The purpose of this Phase I ESA is to help establish the innocent landowner defense to identify potential environmental issues which may affect future development of the Subject Property. As such, this practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability: that is, the practice that constitutes “all appropriate inquiry into previous ownership and uses of the property consistent with good commercial or customary practice as defined at 42 U.S.C. 9601(35) (B).” This Phase I ESA will evaluate whether current or historical activities on or adjacent to the Subject Property may have resulted in contamination by hazardous materials and/or petroleum products, which is subsequently referred to in this report as an REC.

Specifically, the purpose of a Phase I Environmental Site Assessment is to identify:

- Possible environmental contaminants;
- The proximity of sensitive receptors;
- Past and present uses on or adjacent to the Subject Property that may be a Recognized Environmental Condition (REC – see definition below);
- Hazardous material and waste storage or disposal practices.

It is our understanding that Fayette Street Coatings, Inc. requires a Phase I ESA for the Subject Property for the purpose of environmental due diligence.

ASTM E1527-13 defines three types of RECs as follows:

Recognized Environmental Condition:

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 to the environment.

Controlled Recognized Environmental Condition:

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).

Historical Recognized Environmental Condition:

A past release of any hazardous substances or petroleum products 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 (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).

The scope of services for this Phase I ESA included the following tasks:

- Review of the current and past uses of the Subject Property;
- Review of environmental studies/data readily available for the Subject Property;
- Site inspection;
- Review of state and federal databases;
- Evaluation of the potential environmental impact of adjacent properties on the Subject Property; and
- Interview with state / local agencies and site owner and / or manager, as available.

The scope of services for the Phase I ESA was described in our agreement with Fayette Street Coatings, Inc., signed and dated December 5, 2018.

1.2. Limitations and Exceptions

C&S has prepared this Phase I ESA consistent with the contract scope of services, using reasonable efforts to identify areas of potential liability associated with RECs at the Subject Property. The conclusions in this report were based solely on a visual review of the site and on readily available records, interviews, and other secondary sources as cited within this report. C&S has made no independent investigation of the accuracy of these secondary sources and has assumed them to be accurate and complete. C&S does not warrant the accuracy or completeness of the information provided by the secondary sources. C&S does not warrant that contamination that may exist on the site has been discovered, that the site is suitable for any particular purpose, or that the site is clean or free of liability. Phase I Environmental Site Assessments are not meant to be exhaustive in research. Additionally, no environmental site assessment can wholly eliminate uncertainty regarding the potential for “Recognized Environmental Conditions” in connection with a property.

Consistent with ASTM E 1527-13, the following items are beyond the scope of Phase I Environmental Site Assessments:

- Asbestos Containing Materials
- Industrial Hygiene
- Health and Safety
- Ecological Resources
- Endangered Species
- Indoor Air Quality (unrelated to releases of hazardous substances or petroleum products into the environment)
- Biological Agents
- Mold

- Radon
- Lead-Based Paint
- Lead in Drinking Water
- Wetlands
- Regulatory Compliance
- Cultural and Historical Resources

1.3. Special Terms and Conditions

The agreement between C&S and Fayette Street Coatings, Inc., did not include special terms or conditions that would alter the scope and / or effectiveness of ASTM E 1527-13.

2.0 SITE DESCRIPTION

2.1. Location, Use, and Legal Description

The Subject Property consists of City of Syracuse Tax Map ID No.(s) 112.-25-01.0, 112.-25-02.0, 112.-25-03.0, 112.-25-04.0, and 111.-10-04.2, which are located at multiple addresses, the primary being 1970 West Fayette Street. The Subject Property is 1.37 acres and is reportedly owned by Strathmore Products Inc.

The Subject Property contains an approximate 50,000 square foot industrial building constructed in 1885, loading docks, and parking lots. Further information concerning existing site conditions is summarized in Section 6.

The approximate location of the Subject Property is depicted on a 7.5 Minute USGS Topographic Quadrangle as well as on an aerial photograph, which are provided in the **Figures** section of this report.

**Table 2-1
Subject Property Parcels**

Tax ID No.	Address	Size (acres)	Structures	Owner
112.-25-01.0	1515 Erie Boulevard W.	0.45	None	Strathmore Products Inc.
112.-25-02.0	1501 Erie Boulevard W.	0.13	None	Strathmore Products Inc.
112.-25-03.0	1499 Erie Boulevard W.	0.04	None	Strathmore Products Inc.
112.-25-04.0	1970 Fayette Street W.	0.37	Industrial Building	Strathmore Products Inc.
111.-10-04.2	1950 Fayette Street W.	0.38	None	Strathmore Products Inc.

2.2. Description of Site Improvements and Utilities

A description of the Subject Property site improvements and features are summarized in the following tables:

**Table 2-2
Site Structures**

Building	Size (ft ²)	Stories	Constructed	Current Use
Strathmore Paints	50,000	3	1885	Vacant

* - The information obtained for the completion of this table was obtained from County tax records.

**Table 2-3
Structure Features**

Building	Heat Source	AC Source	Construction
Strathmore Paints	Natural gas steam boiler	UNK	Stone / masonry foundation; brick facade; wood and vinyl flooring, and wood panel / sheetrock / plaster walls and ceilings

* - The information obtained for the completion of this table was obtained from County tax records and site reconnaissance.

The following utilities are available in the vicinity of the Subject Property:

- Electric: National Grid
- Natural Gas: National Grid
- Sanitary Sewer: Onondaga County Department of Water Environment Protection
- Potable Water: Onondaga County Water Authority

2.3. Current Uses of Adjoining Properties

The Subject Property is located in an urban setting. At the time of the site reconnaissance of the Subject Property, the lands which adjoin the Subject Property were viewed from the property line and roadways. The following table provides a summary of land uses and features observed.

**Table 2-4
Adjacent Land Use**

Direction	Land Use
North	Commercial (Car Dealerships)
South	Commercial, Industrial, Vacant, Forested, etc.
East	Commercial (Jehovah's Witnesses)
West	Commercial (Bars/Taverns)

3.0 PHYSICAL SETTING

A Physical Setting Report (PSR) was provided by Environmental Risk Information Services (ERIS). The PSR includes detailed information regarding topographic, hydrologic, and geologic conditions for the Subject Property and surrounding areas, as well as information on soil, groundwater, and radon. Geologic mapping and documentation from C&S' private library were also reviewed. The purpose of reviewing physical setting information is to assess the potential for the migration of contaminants from sites of concern. Observations regarding the physical setting are discussed below.

3.1. Physical Setting Description

3.1.1. Physical Setting – Description

Information shown on the representative USGS 7.5 Minute Quadrangle indicates that generally, the topography of the Subject Property is gently sloped to the northwest and is at an approximate elevation of 408 feet above mean sea level.

3.1.2. General Geologic Setting

According to the PSR provided by ERIS, the following soil types and rock formations represent the geologic conditions at the Subject Property:

- Soils consist of urban fill.
- Bedrock consists primarily of dolomite and secondarily of shale from the Upper Silurian.

3.1.3. General Hydrogeologic Setting

The Subject Property is located 2,105 feet south of Onondaga Lake. Based on the interpretation of the USGS Topographic Map, groundwater in the area is assumed to move generally to the north towards Onondaga Lake. Groundwater flow specific to the Subject property is unknown and may be different from the regional flow. Potential influences include local drainage features, seasonal groundwater level fluctuations, subsurface geology, surface topography, and / or other local site features.

4.0 USER PROVIDED INFORMATION

In accordance with the ASTM E1527-13, a “User” is defined as the party seeking to complete an environmental site assessment of the Subject Property. If the user is aware of any specialized knowledge or experience that is material to RECs in connection with the Subject Property, it is the user's responsibility to communicate any information based on such specialized knowledge or experience to the environmental professional.

Appendix B includes the Phase I ESA Client / User Questionnaire completed by Eric Burr, CEO of Strathmore Paints, on December 5, 2018. The Client / User Questionnaire includes questions relative to environmental liens and use limitations, specialized knowledge, valuation reduction for environmental issues, etc. The responses indicate the following items of significance or potential Recognized Environmental Conditions:

- On October 27, 2009, approximately 730 gallons of acrylic latex spilled from a burst pipe. The latex ran out of the building and into a nearby storm drain. The water treatment plant was notified and no fines or citations were issued.
- Four underground tanks were filled in place in the mid 80's.

5.0 HISTORICAL USE ASSESSMENT

5.1. Historical Use Information on Subject Property and Adjoining Properties

Historical information was used to develop a history of the previous uses of the Subject Property and surrounding area. Typical sources utilized to understand historical land use of a property include topographic maps, aerial photographs, fire insurance maps, building department records, property tax files, city directories, and historical reports. These sources are used to help identify the possibility of past land uses contributing to Recognized Environmental Conditions with respect to a property.

These historical sources satisfy the standard for CERCLA's most "reasonably ascertainable" information available. ASTM Standards define "reasonably ascertainable" as information that is publicly available, obtainable within reasonable time and cost limits, and practically reviewable.

This assessment used the following informational resources to help identify past and present site uses upon and surrounding the Subject Property.

Table 5-1
Historical Information Summary

Section	Historical Source	Date(s)	Source/Comments
5.2	Topographic Maps	1898, 1895, 1939, 1947, 1958, 1973, 1978, 2016	Environmental Risk Information Services
5.3	Aerial Photographs	1938, 1951, 1956, 1966, 1972, 1981, 1995, 2006, 2008, 2009, 2011, 2013, 2015, 2017	Environmental Risk Information Services
5.4	Fire Insurance Maps	1892, 1911, 1950, 1953, 1965, 1968, 1971, 1990	Environmental Risk Information Services
5.5	City Directories	1930 - 2018	Environmental Risk Information Services

These sources were used to help identify the possibility of past land uses contributing to Recognized Environmental Conditions in regard to the current Subject Property. These historical sources satisfy the standard for CERCLA's most "reasonably ascertainable" information available. ASTM Standards define "reasonably ascertainable" as information that is publicly available, obtainable within reasonable time and cost limits, and practically reviewable.

5.2. Historical Topographic Mapping

The text below presents our opinions and interpretations of the topographic maps (**Appendix A**).

**Table 5-2
Topographic Map Review**

YEAR	OBSERVATIONS
1895	No structures are shown on or in the vicinity of the SP. The Erie Canal runs along the SP's northeastern boundary. A railroad runs along the opposite side of the Erie Canal.
1898	The topographic map appears to be similar to the previous.
1939	The Erie Canal has been filled in and turned into Erie Boulevard. West Fayette Street does not connect to Erie Boulevard. No structures are shown on or around the SP.
1947	The topographic map appears to be similar to the previous.
1958	West Fayette Street now connects to Erie Boulevard. No structures are shown on or around the SP. The topographic map appears to be generally similar.
1973	A structure similar in shape to the current structure is shown on the SP. A cluster of apparent commercial structures have been constructed on the opposite side of the railroad to the north of the SP. The topographic map appears to be generally similar otherwise.
1978	An additional structure, likely to be the current metal outbuilding has been constructed along the west side of the main building on the SP. Several commercial structures have been constructed to the north / northeast.
2016	The topographic map does not provide site-specific detail.

SP = Subject Property

5.3. Historical Aerial Photography

The text below presents our opinions and interpretations of the aerial photographs (**Appendix A**). It should be noted that the scale of the photography can make identification and interpretation of fine details difficult. Therefore, the opinions and interpretations that follow are primarily relative to observable gross characteristics and features.

**Table 5-3
Historical Aerial Photograph Review**

YEAR	OBSERVATIONS
1938	The SP structure is present and appears to be a similar footprint to the existing structure. The area surrounding the SP appears to be suburban. There is minimal development both north and west of the SP; no structures are present.

YEAR	OBSERVATIONS
	Southeast of the SP is an expansive industrial facility with numerous buildings. The adjoining property to the south includes a large rectangular building of unknown use. The property northwest of the SP, across the road, includes a large industrial or commercial building. West Fayette Street, Hiawatha Boulevard, and Erie Boulevard can be seen in the aerial image. A railroad runs alongside Erie Boulevard and crosses Hiawatha Boulevard near the intersection of Erie and Hiawatha.
1951	The aerial image is generally similar to the previous photograph with the exception of railroad, which now appears to be running over Hiawatha Boulevard via bridge.
1956	The aerial image is of poor quality. The aerial image is generally similar to the previous photograph.
1966	The adjoining property to the south no longer has a building present. It now appears to be an open lot. Commercial development has occurred north of the SP, along Hiawatha Boulevard.
1972	The numerous buildings associated with the industrial facility to the southeast are now gone. More commercial and perhaps even industrial development has occurred north of the SP, along Hiawatha Boulevard. A Baseball diamond is present west of the SP. The remainder of the image remains unchanged, with the majority of the area occupied by residential clusters.
1981	The aerial imagery is of poor quality. A building has been constructed on the adjoining property to the south. The remainder of the image is generally similar to the previous photograph.
1995	The large commercial/industrial structure northwest of the SP is now gone. The rest of the image is generally similar to the previous photograph.
2006	The aerial image is generally similar to the previous photograph.
2008	The aerial imagery is generally similar to the previous photograph.
2009	The aerial image is generally similar to the previous photograph.
2011	The aerial image is generally similar to the previous photograph.
2013	The aerial image is generally similar to the previous photograph.
2015	The aerial image is generally similar to the previous photograph.
2017	The aerial image is generally similar to the previous photograph.

SP = Subject Property

5.4. Historical Fire Insurance Mapping

A search for fire insurance mapping of the Subject Property and its surrounding area was conducted. The text below presents our opinions and interpretations of these maps (Appendix A).

**Table 5-4
Sanborn Fire Insurance Map Review**

YEAR	OBSERVATIONS
1892	SP contains a structure with a similar footprint to the current Strathmore Paints Building. Two boilers are present in the northern interior of the SP building and a large coal shed is present on the southern portion of the SP. The adjoining property to the south is the American Dairy Salt Company. Beyond the salt company is a lumber yard/mill. The Erie Canal runs along the northeastern side of the SP. Numerous residential structures are located in the vicinity of the SP.
1911	Numerous vacant coal sheds are located on the SP. The subject structure identified as the Papworth Mail Order Company. The lumber yard to the south is now adjoined to the south by Onondaga Pottery Company, which contains 12 kilns.
1950	SP is no longer owned by Papworth Mail Order Company. SP has a few different businesses operating within the existing structure including potato chip warehousing, unspecified paint business, and carpet cleaning. Onondaga Pottery Company has taken over the lumber yard to the south and is using it for storage of clay bins. Adjoining property has a very large area labelled as 'coal pile'.
1953	The current metal outbuilding has been constructed along the north side of the original building. A gasoline tank is shown along the west side of the main building, south of the metal building.
1965	SP appears to be completely owned by Strathmore as each area within the structure is identified with paint storage or manufacturing. The Fire Insurance Map is otherwise generally similar to the previous map.
1968	The Fire Insurance Map is generally similar to the previous map.
1971	Onondaga Pottery Company is no longer present. The area adjoining the SP to the south is still labeled as 'coal pile'.
1990	A large, single structure has been constructed in the same area Onondaga Pottery used to be. The adjoining property is labeled as 'parking'. The coal pile is no longer present.

SP = Subject Property

5.5. City Directory Search

City directories (**Appendix A**) are a screening tool to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. A summary of significant entries is provided below. No city directory listings were found for any of the Subject Property addresses besides 1970 West Fayette Street.

Table 5-5
City Directory Summary

Year	Property Address	Occupant
1944	1970 West Fayette Street	Schuler Potato Chip and Pretzel Company
1949	1970 West Fayette Street	Schuler Food Warehouse, Haverly Electric Company, Strathmore Products Inc.
1954	1970 West Fayette Street	Schuler Food Warehouse, Strathmore Products Inc.
1959	1970 West Fayette Street	Strathmore Products Inc.
1964	1970 West Fayette Street	Strathmore Products Inc.
1968	1970 West Fayette Street	Dean Materials Supply Company, Strathmore Products Inc.
1973	1970 West Fayette Street	Strathmore Products Inc.
1977	1970 West Fayette Street	Strathmore Products Inc.
1983	1970 West Fayette Street	Strathmore Products Inc.
1988	1970 West Fayette Street	Strathmore Products Inc.
1993	1970 West Fayette Street	Strathmore Products Inc.
1998	1970 West Fayette Street	Strathmore Products Inc.
2003	1970 West Fayette Street	Strathmore Products Inc.
2008	1970 West Fayette Street	Strathmore Products Inc.
2013	1970 West Fayette Street	Dean Material and Supply Company, Strathmore Products Inc.

5.6. Subject Property Ownership

Subject Property ownership records were requested. However, as of the date of this report, a chain of title / title abstract was not provided.

5.7. Historical Use Summary

The Subject Structure was constructed some time before 1892. Based on the historical documents reviewed, the original occupants are not known, but over the years, the Subject Property has been occupied by Papworth Mail Order Company, potato chip warehousing, Haverly Electric Company, carpet cleaning business, Dean Materials Supply Company, and Strathmore Products. According to Strathmore Products personnel, the Subject Structure was used in the early 20th century as a jail and for the manufacturing of fire trucks. A large coal pile was located on the southern portion of the Subject Property in the 1950s (notated in the 1950 through 1971 fire insurance maps, but only evident in the 1956 aerial). A

gasoline tank was located on the western portion of the Subject Property in the 1953 to 1990 fire insurance maps. Generally historical surrounding land use has been commercial or industrial in nature. The presence of the gasoline tank on the western portion of the Subject Property is considered a Recognized Environmental Condition.

6.0 RECORDS REVIEW

6.1. Standard Environmental Record Sources

Our assessment of the regulatory status of the Subject Property was performed consistent with ASTM E 1527-13 and included a search of federal, state, and local environmental databases, performed by Environmental Risk Assessment Services (ERIS). The resulting database report includes up-to-date information from federal, state, and local agencies, including the United States Environmental Protection Agency (USEPA). Records compiled are consistent with standards outlined in ASTM E1527-13 for records that are:

- Within the approximate minimum search distance;
- Reasonably ascertainable and are from standard sources; and
- Provide records under reasonable time and cost constraints.

A copy of the database search report generated is provided in **Appendix A**. The comprehensive list of the federal, state, and local regulatory databases that were searched are listed in the report.

C&S reviewed the attached database search report to assess which properties or conditions, if any, might result in creating a REC with respect to the Subject Property.

As is typical with high density urban areas, the database search resulted in a significant amount of listings. The following table lists those databases that produced results that were identified as the most critical to evaluating potential onsite and off-site conditions.

Table 6-1
Environmental Database Review

Database	Search Distance (miles)	Sites Within Radius
LTANKS	0.5	8
NY SPILLS	0.125	8
NY Brownfields	0.5	0
UST	0.25	4
RCRA	0.25	14
AST	0.25	9
CBS	0.25	0
CERCLIS NFRAP	0.5	1
NY SHWS	1	9
NPL	1.0	1

6.1.1. Subject Property Listings

The Subject Property was listed in the following databases:

**Table 6-2
Subject Property Listings**

Site Name	Database(s)	Comments
1970 West Fayette Street	TRIS	Strathmore Products is listed in this database for having processed the following chemicals: Xylene, 1,1,1-Trichloroethane, Ethylbenzene, Acetone, Toluene, Methyl Ethyl Ketone, Glycol Ethers, Methyl Isobutyl Ketone, and N-Butyl Alcohol.
1970 West Fayette Street	RCRA NON GEN	Strathmore Products is listed in this database for having generated wastes with the following properties: D001-Ignitable, and D007-Chromium.
1970 West Fayette Street	PRP	Strathmore Products is listed in this database for sending solvent wastes to Solvents Recovery Service of New England in Connecticut.
1970 West Fayette Street	ICIS	Strathmore Products was listed in this database because they have received multiple notices of violation (NOV) from the EPA. The report did not include enough information to discern why the NOV's were issued. There was no indication that the NOV's were issued due to a release. As indicated in Section 7, the client believes that the NOV's may have been related to a product labeling issue.
1970 West Fayette Street	FINDS/FRS	Strathmore Products was listed in this database due to the nature of paint and coating manufacturing and the applicable environmental regulations.

6.1.2. Adjoining Property Listings

The following adjoining sites are notable with respect to the Subject Property.

**Table 6-3
Adjoining Property Listings**

Site Name	Location	Direction	Database(s)	Comments
Harbor Brook	Intersection of Hiawatha & Erie Boulevard	30.55ft East	NY SPILLS	1987-09-02: Oil sheen was spotted. Incident was down gradient from SP and cleanup met standard.
Milton Ave. Abandoned Drums	Intersection of Hiawatha & Erie Boulevard	30.55ft East	NY SPILLS	1996-01-02: Eight 5-gallon pails of lacquer thinner were spotted on the side of the road, on West Genesee Street. This incident is therefore erroneously listed as having taken place next to the SP. In reality, this incident took place 1,500 feet southeast of the SP. Pails were disposed of properly.

6.1.3. Proximate Property Listings

There were no notable proximate listings with respect to the Subject Property.

6.1.4. Unmapped Sites

C&S also reviewed the Unpotable List at the rear of the database report. An “Unplottable Site” is a record that has insufficient information to be mapped by the GIS system. Our review of that list of 179 sites consisted of a comparison of the identified “Unplottable” address to roadway mapping of the area surrounding the subject property. Based on that evaluation, it appears that none of the identified "Unplottable" pose a risk to the Subject Property.

6.2. Vapor Encroachment Screening

The sites listed in the database report were screened to assess their potential to cause vapor encroachment. This screening includes subjective consideration by the environmental professional of diverse factors such as distance, relative elevation, and depth to groundwater, locations and types of structures present, and soil types. The database report included several NY SPILLS listings in proximity to the Subject Property. However, as detailed above, these sites are not believed to pose a concern due to the nature of the spill (product spilled, volume, remedial response), distance from the Subject Property, topography, and / or regulatory status.

6.2.1. Database and Vapor Encroachment Screening Review Conclusion

Database Conclusion

The information provided in the database report for the listed and orphan sites, is not indicative of a Recognized Environmental Condition with respect to the Subject Property.

Vapor Encroachment Screening Conclusion

The information provided in the database report for the listed and orphan sites, is not indicative of a vapor encroachment concern with respect to the Subject Property.

7.0 INTERVIEWS

The objective of conducting interviews is to obtain information indicating Recognized Environmental Conditions in connection with the Subject Property. During the course of the Phase I ESA, C&S conducted interviews with the following persons:

**Table 7-1
Interview Log**

Name	Affiliation	Date
Eric Burr	Client / User and Owner	12/5/18 12/7/18
Gary Bockus	Key Site Manager	12/7/18
FOIL Coordinator	NYSDEC Region 7	12/10/18
FOIL Coordinator	City of Syracuse	12/10/18 1/30/19
Chief Velasky	City of Syracuse Fire Department	1/29/19

Summaries of these interviews are provided below:

7.1.1. Interview with Client / User and Owner

Appendix B includes the Phase I ESA Client / User Questionnaire completed by Eric Burr, CEO of Strathmore Paints, on December 5, 2018. The Client / User Questionnaire includes questions relative to environmental liens and use limitations, specialized knowledge, valuation reduction for environmental issues, etc. The responses indicate the following items of significance:

- On October 27, 2009, approximately 730 gallons of acrylic latex spilled from a burst pipe. The latex ran out of the building and into a nearby storm drain. The water treatment plant was notified and no fines or citations were issued.
- Four underground tanks were filled in place in the mid-1980s.
- Regarding the ICIS database designation in Section 6, Mr. Burr believes that the issue may have been related to a product labeling issue.

7.1.2. Interview with Key Site Manager

Mr. Gary Bockus was involved in environmental matters at Strathmore Paints from 1981 to present day. Mr. Bockus accompanied C&S during the site reconnaissance and provided detailed information regarding the Subject Property. Mr. Bockus indicated that he is aware of multiple underground storage tanks (USTs), which were closed in place in the mid-1980s.

Mr. Bockus made us aware of the following tanks, which are not listed in the environmental records reviewed by C&S:

- Two 1,000 to 2,000-gallon USTs that formerly contained gasoline. One is located along the east side of the Subject Structure at the loading docks and the other is located along the west side of the Subject Structure in the asphalt parking lot. Evidence of the tanks such as fill or vent pipes were not identified.
- One 15,000-gallon UST with three compartments that historically held xylene, toluene, and Aromatic 100. The UST is located along the east side of the Subject Structure at the loading docks. The vent and fill pipes were observed in the fence line.
- One 2,000 to 5,000-gallon UST holding No.4 heating oil. The UST is located along the east side of the Subject Structure at the loading docks. Evidence of the tank such as fill or vent pipes were not identified.

Mr. Bockus indicated that the fire department was involved in the tank closures and that each tank was emptied, cleaned, and subsequently filled with sand or concrete.

In addition, Mr. Bockus indicated that a spill of 730 gallons of latex paint occurred on October 27, 2009. He indicated that the spill originated from a broken pipe associated with a 6,500-gallon plastic AST located in the metal building. The spill generally discharged to the sanitary sewer system.

7.1.3. Interviews with Local Government Officials

A Freedom of Information Law (FOIL) request was sent electronically to NYSDEC Region 7 on December 10, 2018. On December 17, 2018, the Department responded indicating that they do not maintain files related to the Subject Property. Additionally, C&S researched the NYSDEC Online Spill database. The spill database corroborates Mr. Backus's memory of the latex paint spill. The spill was closed the same day it was reported.

A Freedom of Information Law (FOIL) request was sent electronically to The City of Syracuse December 10, 2018. As of the date of this report, a response has not been received.

On January 29, 2019, C&S left a voicemail message with Chief Velasky of the City of Syracuse Fire Department. Mr. Velasky later responded indicating that the Fire Prevention Bureau would need to be contacted. On January 30, 2019, the Fire Prevention Bureau indicated that a FOIL request would have to be submitted to the City of Syracuse Department of Law. As such, C&S submitted a FOIL request on January 30, 2019.

7.1.4. Interview Conclusion

Based on the information obtained during the interviews it appears that a Recognized Environmental Condition exists in relation to the four USTs that were closed in place. Although it appears that Strathmore Products followed the generally accepted practices for tank closure at that time, it is not known if contamination may be present in the soil surrounding the tanks.

8.0 SITE RECONNAISSANCE

8.1 Methodology and Limiting Conditions

Mr. Matthew Walker and Mr. Angel Alejo, representing C&S, performed a reconnaissance of the Subject Property on December 7, 2018 and recorded their observations. They were accompanied by Mr. Eric Burr and Mr. Gary Bockus of Strathmore Products during the walkover. Photographs of the Subject Property are provided in **Appendix C**.

The objective of the Subject Property walkover was to identify physical and/or visual evidence indicative of an obviously recognizable environmental condition, such as:

- Soil discoloration
- Stained surfaces
- Stressed and / or dead vegetation
- Spills, leaks, leachate, and / or discolored surface waters
- Evidence of previous fire damage
- Evidence of waste disposal
- Barrels, drums, or other containers
- Areas of subsidence or fill

In addition, there are a variety of physical and visual signs that may potentially indicate the presence of an obviously recognizable subsurface condition, such as:

- Vent pipes or fill ports associated with underground storage tanks (UST)
- Aboveground storage tanks (AST)
- Pipelines
- Electrical transformers and abandoned pads
- Rail yards
- Well casings or riser pipes associated with groundwater monitoring wells
- Landfills or dumps
- Surface impoundments or lagoons

8.2 Site Reconnaissance Observations

Consistent with ASTM E 1527-13 the items listed in the following table were documented during the course of the reconnaissance. This include visual verification of the feature of evidence of (e.g. fill ports for a UST). Affirmative responses (designated by an "X" are discussed in detail following the table.

**Table 8-1
Site Reconnaissance Observations**

Category	Item or Feature	Observed?
Hazardous Substance or Petroleum Product Containers	Aboveground Storage Tanks	x
	Underground Storage Tanks	x
	Bulk Containers (drums / totes)	
	Non-Bulk Containers	x
	Suspect PCB-Containing Equipment	
Olfactory / Visual Evidence of Releases	Odors	
	Pools of Liquid	
	Stains or Corrosion	
	Stained Soil or Pavement	x
	Stressed Vegetation	
Water, Wastewater, and Waste Management	Drains or Sumps	x
	Pits, Ponds, Lagoons	
	Solid Waste	
	Wastewater Sources	
	Septic Systems or Dry Wells	
	Wells	
Other	Fill Materials	
	Construction / Demolition Debris	

8.3. Site Reconnaissance Summary

The following bullets provide additional detail regarding the significant items noted during the site reconnaissance.

- The building is presently vacant. Within the building is the former paint sale retail storefront, a research and development lab, offices, utility areas, and manufacturing areas. The floor surfaces where paints were handled / manufactured (basement and first floor) are generally covered with a trace to possible an inch or more of dried paint.
- The building is heated with a large 1940s vintage natural gas boiler. The boiler was originally coal fired and later converted to no. 4 oil. The oil supply / return piping is still visible. There are four 5-gallon jugs of boiler treatment chemicals near the boiler. They were in good condition with no evidence of leaks. There were a small number of consumer sized containers of spray paint, hydraulic oil, and bee spray in the boiler room as well.
- There is a large hydraulic powered lift in the eastern portion of the building. The lift was used to move materials between the loading dock and building. An approximate 50 to 75 gallon aboveground hydraulic tank is associated with the

lift. The tank and visible portions of the piping appear to be in good condition with no leaks evident.

- In the northern portion of the basement are a pair of concrete block saddles associated with a former 1,000-gallon toluene AST. The tank was never used by Strathmore and is believed to have been taken out of service in the 1960s. There was no evidence of spills associated with this former AST.
- Also in the northern portion of the basement is an air compressor and location of a former air compressor. The concrete floor at the locations of both compressors is oil stained. A 55-gallon drum of used oil is located adjacent to one of the compressors.
- A metal building adjoins the northern portion of the main structure. This building was most recently contained a 6,500-gallon latex paint AST and was used for the storage of drummed paints and solvents. The concrete floor of the building has a perimeter berm. Except for the northern interior, no evidence of spills was noted. The northern interior was the location of the spill of 730 gallons of latex paint in 2009. The concrete floor in that area has a coating of dried paint. Evidence of the spill outside of the building was not evident.
- As previously discussed, the Subject Property includes four petroleum and chemical USTs, which were closed in place (see Section 7).
- There are two utility poles located along West Fayette Street, both of which contain three transformers. The transformers appear to be in good condition.

8.3.1. Site Reconnaissance Observations Conclusion

In our opinion, based on the reconnaissance of the Subject Property, visual evidence of a Recognized Environmental Condition includes the four USTs closed in place and paint spills in the basement. The oil stains at the air compressors are considered a de minimus condition.

9.0 FINDINGS & OPINION

C&S Engineers, Inc. completed this Phase I Environmental Site Assessment consistent with the scope and limitations of ASTM E 1527-13. Based on information gathered during the course of this Phase I Environmental Site Assessment of the Subject Property, including a database search report, the site reconnaissance, and interviews documented in this report, the following has been identified:

1. The Subject Property consists of City of Syracuse Tax Map ID No.(s) 112.-25-01.0, 112.-25-02.0, 112.-25-03.0, 112.-25-04.0, and 111.-10-04.2, which are located at multiple addresses, the primary being 1970 West Fayette Street. The Subject Property is 1.37 acres and is reportedly owned by Strathmore Products Inc. The Subject Property contains an approximate 50,000 square foot industrial building.
2. The Subject Structure was constructed some time before 1892. Based on the historical documents reviewed, the original occupants are not known, but over the years, the Subject Property has been occupied by Papworth Mail Order Company, potato chip warehousing, Haverly Electric Company, carpet cleaning business, Dean Materials Supply Company, and Strathmore Products. According to Strathmore Products personnel, the Subject Structure was used in the early 20th century as a jail and for the manufacturing of fire trucks. A large coal pile was located on the southern portion of the Subject Property in the 1950s. Generally historical surrounding land use has been commercial or industrial in nature.
3. Review of the environmental database report did not include listings that are indicative of a Recognized Environmental Condition or vapor encroachment concern with respect to the Subject Property.
4. Four petroleum and chemical USTs were closed in place at the Subject Property in the mid-1980s. the USTs included:
 - a. Two 1,000 to 2,000-gallon USTs that formerly contained gasoline. One is located along the east side of the Subject Structure at the loading docks and the other is located along the west side of the Subject Structure in the asphalt parking lot. Evidence of the tanks such as fill or vent pipes were not identified. However, their locations were identified by Strathmore Products personnel at the time of the site reconnaissance. A gasoline tank is shown on the 1953 to 1990 fire insurance maps, and is believed to be the gasoline UST located along the east side of the Subject Structure.
 - b. One 15,000-gallon UST with three compartments that historically held xylene, toluene, and Aromatic 100. The UST is located along the east side of the Subject Structure at the loading docks. The vent and fill pipes were observed in the fence line.
 - c. One 2,000 to 5,000-gallon UST holding No.4 heating oil. The UST is located is located along the east side of the Subject Structure at the loading docks. Evidence of the tank such as fill or vent pipes were not identified. However,

their locations were identified by Strathmore Products personnel at the time of the site reconnaissance.

Mr. Bockus indicated that the fire department was involved in the tank closures and that each tank was emptied, cleaned, and subsequently filled with sand or concrete. Documentation regarding their proper closure was not provided by Strathmore Products or the NYSDEC. A response from the Syracuse Fire Department is pending. Therefore, the USTs are considered Recognized Environmental Conditions.

5. Strathmore products personnel indicated that a spill of 730 gallons of latex paint occurred on October 27, 2009. The spill originated from a broken pipe associated with a 6,500-gallon plastic AST located in the metal building. The spill generally discharged to the sanitary sewer system. According to the NYSDEC Online Spill database, the spill was closed the same day it was reported. Therefore, the spill is considered a Historical Recognized Environmental Condition.
6. The paint manufacturing process has resulted in the spillage of paints to the basement floor. The types and amount of paint spilled, as well as the construction and condition of the underlying floor is unknown. Therefore, the spillage of product from the historical utilization of the Subject Property for paint manufacturing is considered a Recognized Environmental Condition.
7. In the northern portion of the basement is an air compressor and location of a former air compressor. The concrete floor at the locations of both compressors is oil stained. A 55-gallon drum of used oil is located adjacent to one of the compressors. The oil stained floors are located adjacent to exterior doors and oil-absorbing booms have been placed along the insides of the doors. It does not appear that the releases have escaped the building. However, this could not be confirmed due to a snow cover. If the spill is contained on the concrete floor, this condition is considered de minimus.

10.0 CONCLUSION

C&S Engineers, Inc. completed this Phase I Environmental Site Assessment consistent with the scope and limitations of ASTM E 1527-13 on the Subject Property identified on various figures located at the rear of this report. Any exceptions or deletions from ASTM E 1527-13 are described in Section 1. In our opinion, this assessment has revealed no evidence of a Recognized Environmental Conditions except for:

- Four petroleum and chemical USTs closed in place in the mid-1980s.
- Historical utilization of the Subject Property for paint manufacturing.

11.0 DATA FAILURE

ASTM 1527-13 defines a data failure as a failure to achieve the historical research objectives of all appropriate inquiry even after reviewing the standard historical sources that are reasonably ascertainable and likely to be useful. Specifically, the historical research objectives include identifying all obvious uses of the Subject Property from the present, back to the Subject Property's first developed use, or back to 1940, whichever is earlier. Data failure was not encountered during this assessment.

12.0 DATA GAPS

A data gap is a lack or inability to obtain information required despite good faith efforts by the environmental professional to gather such information. Data gaps may result from incompleteness in any of the activities required, including but not limited to site reconnaissance and interviews. During the course of this Phase I Environmental Site Assessment, it is our opinion that there were no significant data gaps that impaired our ability to formulate opinions in this report.

13.0 REFERENCES

American Society of Testing Materials (ASTM) E 1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*.

United States Geologic Survey (USGS) Syracuse West, New York Quadrangle as located within a private collection retained by C&S Engineers, Inc.

Surficial Geologic Map, Finger Lakes Sheet, compiled by Ernest H. Muller and Donald Caldwell, New York State Museum – Geological Survey dated 1986.

Geologic Map of New York State, Finger Lakes Sheet, compiled by L.V. Richard and Donald W. Fisher, New York State Museum and Science Service, 1979.

14.0 DISCLAIMER

C&S's conclusions are based on conditions that existed on the Subject Property on December 7, 2018. Past and present conditions that could not be observed were established on the basis of documents. C&S cannot attest to the completeness of accuracy of these materials.

This report was prepared by C&S expressly and exclusively for use by Fayette Street Coatings, Inc. and its successors and/or assigns. Except where specifically stated to the contrary, the information contained herein was provided to C&S by others and has not been verified independently or otherwise examined to determine its accuracy, completeness, or feasibility. In addition, C&S may have had to rely upon the assumptions, especially as to future conditions and events. Accordingly, neither C&S nor any person acting on its behalf (a) makes any warranty or representation, whether expressed or implied, concerning the usefulness of the information contained in this report, or (b) assumes liabilities with respect to the use of or for damages resulting from the use of any information contained in this Environmental Site Assessment report. Further, C&S cannot promise that any assumed conditions will come to pass.

No one is authorized to rely on this report for any purpose, except to the extent that such reliance is specifically authorized in writing by C&S. Any person who intends to take action, which is in any way related to or affected by the information contained herein, should independently verify all such information. The report speaks only as of the date issued. C&S has no responsibility for updating the information herein, and therefore, it should not be assumed that any information contained herein in this Environmental Site Assessment continues to be accurate subsequent to 180 days from the date of the site inspection.

It would be extremely expensive, and perhaps not possible, to conduct an investigation that would ensure the detection of environmental impacts at the subject site, which now are, or in the future might be, considered hazardous. This investigation does not guarantee that C&S discovered all the environmental impacts at the Subject Property. Similarly, a property which, in fact, is unaffected by environmental impacts at the time of the assessment may later, due to natural phenomena or other intervention, become contaminated.

Except where stated to be the contrary, this Environmental Site Assessment has been prepared solely on the basis of readily available visual observation. Except where stated to be the contrary, no demolition or removal by C&S has been accomplished to reveal hidden conditions. No testing such as the testing of materials, equipment, or systems has been performed to verify current conditions or to predict future conditions.

Future regulatory modifications, agency interpretation, or policy changes may affect the compliance status of the property.


15.0 SIGNATURES AND QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS

We declare that, to the best of our professional knowledge and belief, we meet the definition of *Environmental Professional* as defined in §312.10 of 40 CFR 312.

We have the specific qualifications based on education, training, and experience to assess a property of the nature, history and setting of the Subject Property. To the best of our knowledge and belief, C&S Engineers Inc. has developed and performed all appropriate inquiries in general conformance with the standards and practices set forth in 40 CFR Part 312.



Matthew L. Walker
Senior Project Environmental Scientist

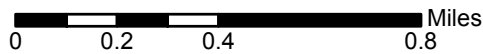


Wayne Randall
Geologist

Figures



2016



Order No. 20181206110

Quadrangle(s): Syracuse West, NY

Source: USGS 7.5 Minute Topographic Map



one inch 



Subject Property

Date: **2017**
Source: **NAIP**
Scale: **1" to 500'**
Comments:

Subject: 1970 West Fayette Street Syracuse NY
Approx Center: 43.05540 / -76.18613



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Appendix A

Environmental Database Provider Documents



DATABASE REPORT

Project Property: *1970 West Fayette Street Phase 1 ESA
1970 West Fayette Street
Syracuse NY 13204*

Project No:

Report Type: *Database Report*

Order No: *20181206110*

Requested by: *C&S Companies*

Date Completed: *December 10, 2018*

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Executive Summary

Property Information:

Project Property: 1970 West Fayette Street Phase 1 ESA
1970 West Fayette Street Syracuse NY 13204

Project No:

Coordinates:

Latitude: 43.055404
Longitude: -76.186136
UTM Northing: 4,767,650.02
UTM Easting: 403,406.46
UTM Zone: UTM Zone 18T

Elevation: 408 FT

Order Information:

Order No: 20181206110
Date Requested: December 6, 2018
Requested by: C&S Companies
Report Type: Database Report

Historicals/Products:

Aerial Photographs Historical Aerials Photographs
City Directory Search CD - 2 Street Search
ERIS Xplorer [ERIS Xplorer](#)
Excel Add-On Excel Add-On
Fire Insurance Maps US Fire Insurance Maps
Physical Setting Report (PSR) PSR
Topographic Map Topographic 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	0	-	0
ODI	Y	.5	0	0	0	0	-	0
SEMS ARCHIVE	Y	.5	0	0	1	0	-	1
CERCLIS	Y	.5	0	0	1	0	-	1
IODI	Y	.5	0	0	0	0	-	0
CERCLIS NFRAP	Y	.5	0	0	1	0	-	1
CERCLIS LIENS	Y	PO	0	-	-	-	-	0
RCRA CORRACTS	Y	1	0	0	0	0	2	2
RCRA TSD	Y	.5	0	0	0	0	-	0
RCRA LQG	Y	.25	0	1	0	-	-	1
RCRA SQG	Y	.25	0	0	1	-	-	1
RCRA CESQG	Y	.25	0	0	1	-	-	1
RCRA NON GEN	Y	.25	1	2	8	-	-	11
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
SEMS LIEN	Y	PO	0	-	-	-	-	0
SUPERFUND ROD	Y	1	0	0	0	0	0	0
State								
HSWDS	Y	1	0	0	0	0	1	1

Database	Searched	Search Radius	Project Property	Within 0.12mi	.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
SHWS	Y	1	0	0	3	0	6	9
DSHW	Y	1	0	0	0	0	0	0
VAPOR	Y	1	0	0	0	0	1	1
SWF/LF	Y	.5	0	0	0	7	-	7
LST	Y	.5	0	0	5	3	-	8
DELISTED LST	Y	.5	0	0	0	0	-	0
UST	Y	.25	0	0	4	-	-	4
AST	Y	.25	0	1	8	-	-	9
DELISTED TANKS	Y	.25	0	0	1	-	-	1
TANKS	Y	.25	0	0	0	-	-	0
CBS	Y	.25	0	0	0	-	-	0
MOSF	Y	.5	0	0	0	0	-	0
ENG	Y	.5	0	0	1	0	-	1
INST	Y	.5	0	0	1	0	-	1
VCP	Y	.5	0	0	0	0	-	0
ERP	Y	.5	0	0	0	0	-	0
BROWNFIELDS	Y	.5	0	0	0	0	-	0

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	2	-	-	-	3
TRIS	Y	PO	4	-	-	-	-	4
HMIRS	Y	.125	0	0	-	-	-	0
NCDL	Y	PO	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

Database	Searched	Search Radius	Project Property	Within 0.12mi	.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
PRP	Y	PO	1	1	-	-	-	2
SCRD DRYCLEANER	Y	.5	0	0	0	0	-	0
ICIS	Y	PO	2	-	-	-	-	2
FED DRYCLEANERS	Y	.25	0	0	0	-	-	0
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	0	0	-	-	0
SSTS	Y	.25	0	0	1	-	-	1
PCB	Y	.5	0	0	0	2	-	2
State								
NY SPILLS	Y	.125	0	8	-	-	-	8
DRYCLEANERS	Y	.25	0	0	0	-	-	0
NY MANIFEST	Y	.125	0	3	-	-	-	3
Tribal	No Tribal additional environmental record sources available for this State.							
County								
E DESIGNATION	Y	.125	0	0	-	-	-	0
Total:			9	18	37	12	11	87

* PO – Property Only

* 'Property and adjoining properties' database search radii are set at 0.25 miles.

Executive Summary: Site Report Summary - Project Property

<i>Map Key</i>	<i>DB</i>	<i>Company/Site Name</i>	<i>Address</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev Diff (ft)</i>	<i>Page Number</i>
1	FINDS/FRS	STRATHMORE PRODUCTS	1970 W FAYETTE ST SYRACUSE NY 13204-1740	-	0.00 / 0.00	2	30
1	ICIS	STRATHMORE PRODUCTS	1970 W FAYETTE ST SYRACUSE NY 13204	-	0.00 / 0.00	2	30
1	ICIS	STRATHMORE PRODUCTS	1970 W FAYETTE ST SYRACUSE NY 13204	-	0.00 / 0.00	2	31
1	PRP	STRATHMORE PRODUCTS, INC.	1970 WEST FAYETTE STREET P.O. BOX 13201 SYRACUSE NY 13204	-	0.00 / 0.00	2	31
1	RCRA NON GEN	AMERICAN CYANAMID CO - STRATHMOR	1970 W FAYETTE ST SYRACUSE NY 13201	-	0.00 / 0.00	2	32
1	TRIS	STRATHMORE PRODS. INC.	1970 W. FAYETTE ST. SYRACUSE NY 13204	-	0.00 / 0.00	2	33
1	TRIS	STRATHMORE PRODS. INC.	1970 W. FAYETTE ST. SYRACUSE NY 13204	-	0.00 / 0.00	2	35
1	TRIS	STRATHMORE PRODS. INC.	1970 W. FAYETTE ST. SYRACUSE NY 13204	-	0.00 / 0.00	2	47
1	TRIS	STRATHMORE PRODS. INC.	1970 W. FAYETTE ST. SYRACUSE NY 13204	-	0.00 / 0.00	2	50

Executive Summary: Site Report Summary - Surrounding Properties

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
2	NY SPILLS	HARBOR BROOK	HIAWATHA & ERIE BLVD SYRACUSE NY	E	0.01 / 30.55	-21	53
<i>Site ID Close Date:</i> 202690 1987-09-25 00:00:00							
2	NY SPILLS	HIAWATHA BLVD	HIAWATHA & ERIE BLVD SYRACUSE NY	E	0.01 / 30.55	-21	54
<i>Site ID Close Date:</i> 387314 2007-09-20 00:00:00							
2	NY SPILLS	MILTON AVE. ABAND DRUMS	ERIE BLVD & HIAWATHA BLVD SYRACUSE NY	E	0.01 / 30.55	-21	55
<i>Site ID Close Date:</i> 176990 1997-12-12 00:00:00							
3	PRP	NYSDEC	1615 ERIE BLVD, WEST SYRACUSE NY 13204	N	0.01 / 31.79	-10	56
4	FINDS/FRS	NIAGARA MOHAWK A NATIONAL GRID CO MANHOLE 1119	ERIE BLVD & W FAYETTE ST SYRACUSE NY 13204	NNW	0.01 / 38.98	-7	56
4	FINDS/FRS	NIAGARA MOHAWK A NATIONAL GRID CO MANHOLE 1118	ERIE BLVD WEST & W FAYETTE ST SYRACUSE NY 13204	NNW	0.01 / 38.98	-7	56
4	RCRA LQG	NIAGARA MOHAWK A NATIONAL GRID CO MANHOLE 1118	ERIE BLVD WEST & W FAYETTE ST MH 1118 SYRACUSE NY 13204	NNW	0.01 / 38.98	-7	57
4	RCRA NON GEN	NIAGARA MOHAWK A NATIONAL GRID CO MANHOLE 1119	ERIE BLVD & W FAYETTE ST MH1119 SYRACUSE NY 13204	NNW	0.01 / 38.98	-7	58
5	NY SPILLS	Spill Number 8503957	109 HARBOR ST SYRACUSE NY	W	0.02 / 106.64	-1	59
<i>Site ID Close Date:</i> 206368 1988-12-29 00:00:00							
6	NY SPILLS	LOWELL AVE-WASTE OIL	618 N. LOWELL AVE SYRACUSE NY	SSW	0.05 / 238.00	8	60
<i>Site ID Close Date:</i> 286624 1991-05-31 00:00:00							
7	NY SPILLS	1030 HIAWATHA BLVD.	1030 HIAWATHA BLVD SYRACUSE NY	ENE	0.05 / 265.30	-26	60
<i>Site ID Close Date:</i> 307772 1995-09-05 00:00:00							
7	NY SPILLS	1030 HIAWATHA BLVD.	1030 HIAWATHA BLVD WEST SYRACUSE NY	ENE	0.05 / 265.30	-26	61
<i>Site ID Close Date:</i> 114849 1996-04-22 00:00:00							

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
8	AST	ROMANO SUBARU	1000 WEST HIAWATHA BLVD SYRACUSE NY 13204	ENE	0.09 / 451.91	-29	62
<i>Site ID Site Status:</i> 393322 Unregulated/Closed							
8	NY MANIFEST	REGAL HYUNDAI	1000 HIAWATHA BOULEVARD WEST SYRACUSE NY 13204	ENE	0.09 / 451.91	-29	65
8	NY MANIFEST	REGAL BUICK INCORPORATED	1000 WEST HIAWATHA BLVD SYRACUSE NY 13204	ENE	0.09 / 451.91	-29	68
9	NY SPILLS	Spill Number 9913526	109 RANN AVE SYRACUSE NY	S	0.10 / 522.85	19	89
<i>Site ID Close Date:</i> 180618 2003-10-20 00:00:00							
10	NY MANIFEST	EDCO SALES INC	700 EMERSON AVE SYRACUSE NY 13204	WSW	0.11 / 603.15	13	89
10	RCRA NON GEN	EDCO SALES INC	700 EMERSON AVE SYRACUSE NY 13204	WSW	0.11 / 603.15	13	91
11	RCRA NON GEN	C & J OIL SERVICE	523 N LOWELL AVE SYRACUSE NY 13204-1748	S	0.13 / 692.88	19	93
12	AST	ROMANO SUBARU	960 HIAWATHA BLVD WEST SYRACUSE NY 13204	NE	0.16 / 819.61	-29	94
<i>Site ID Site Status:</i> 46924 Active							
13	AST	MONRO MUFFLER/BRAKE #47	1335 ERIE BLVD W SYRACUSE NY 13204	SE	0.16 / 828.35	-2	102
<i>Site ID Site Status:</i> 46933 Unregulated/Closed							
13	RCRA NON GEN	MONRO MUFFLER BRAKE #47	1335 ERIE BLVD W SYRACUSE NY 13204-2755	SE	0.16 / 828.35	-2	104
14	AST	SUMMIT DODGE	959 HIAWATHA BLVD WEST SYRACUSE NY 13204	NE	0.18 / 934.27	-29	106
<i>Site ID Site Status:</i> 45805 Active							
14	LST	CARBONE PONTIAC	959 W HIAWATHA BLVD SYRACUSE NY	NE	0.18 / 934.27	-29	117
<i>Site ID Close Date:</i> 178811 1988-04-15 00:00:00							
14	LST	CARBONE PONTIAC	959 HIAWATHA BLVD SYRACUSE NY	NE	0.18 / 934.27	-29	118
<i>Site ID Close Date:</i> 81717 1988-04-15 00:00:00							
14	LST	CARBONE PONTIAC	959 HIAWATHA BLVD SYRACUSE NY	NE	0.18 / 934.27	-29	119

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number	
			Site ID Close Date: 81716 1988-05-06 00:00:00					
14	RCRA CESQG	PERFORMANCE PONTIAC NISSAN INC	959 HIAWATHA BLVD W SYRACUSE NY 13204	NE	0.18 / 934.27	-29	120	
14	UST	SUMMIT DODGE	959 HIAWATHA BLVD WEST SYRACUSE NY 13204	NE	0.18 / 934.27	-29	121	
			Site ID Site Status: 45805 Active					
15	AST	EMERSON AVENUE COMPLEX	806 EMERSON AVE SYRACUSE NY 13204	WNW	0.18 / 939.06	10	124	
			Site ID Site Status: 46423 Unregulated/Closed					
15	CERCLIS	LIPE CLUTCH PROD /LIPE-ROLLWAY CORP	806 EMERSON AVE SYRACUSE NY 13204	WNW	0.18 / 939.06	10	128	
15	CERCLIS NFRAP	LIPE CLUTCH PROD /LIPE-ROLLWAY CORP	806 EMERSON AVE SYRACUSE NY 13204	WNW	0.18 / 939.06	10	130	
15	DELISTED TANKS	EMERSON AVENUE COMPLEX	806 EMERSON AVE SYRACUSE NY 13204	WNW	0.18 / 939.06	10	131	
15	RCRA NON GEN	NMPC - EMERSON AVE CREW LOCATION	806 EMERSON AVE SYRACUSE NY 13204	WNW	0.18 / 939.06	10	131	
15	SEMS ARCHIVE	LIPE CLUTCH PROD /LIPE-ROLLWAY CORP	806 EMERSON AVE SYRACUSE NY 13204	WNW	0.18 / 939.06	10	133	
15	SHWS	Lipe-Rollaway Corp.	806 Emerson Avenue Syracuse NY	WNW	0.18 / 939.06	10	134	
15	UST	EMERSON AVENUE COMPLEX	806 EMERSON AVE SYRACUSE NY 13204	WNW	0.18 / 939.06	10	134	
			Site ID Site Status: 46423 Unregulated/Closed					
16	LST	COOKIE CALOIA AUTOMOTIVE	1524 WEST GENESEE ST SYRACUSE NY	SSE	0.19 / 996.50	19	135	
			Site ID Close Date: 72382 1996-12-31 00:00:00					
16	LST	COOKIE CALOIA AUTOMOTIVE	1524 WEST GENESEE ST SYRACUSE NY	SSE	0.19 / 996.50	19	136	
			Site ID Close Date: 72383 1996-12-31 00:00:00					
16	UST	CALOIA'S AUTOMOTIVE	1524 W. GENESEE ST SYRACUSE NY 13204	SSE	0.19 / 996.50	19	137	
			Site ID Site Status: 46667 Unregulated/Closed					

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
17	AST	EAGLE TRANSMISSION SERVICES	1601 W. GENESEE ST SYRACUSE NY 13204 <i>Site ID Site Status: 46865 Inactive</i>	S	0.19 / 999.73	20	141
17	RCRA NON GEN	BERG TRANSPORTATION INC	1601 W GENESEE ST SYRACUSE NY 13204	S	0.19 / 999.73	20	147
18	SHWS	Emerson Ave. and Harbor St.	800 Emerson Ave. and Harbor St. Syracuse NY	WNW	0.20 / 1,036.62	10	149
19	AST	JARKAS AUTOMOTIVE INC.	1516 W. GENESEE ST SYRACUSE NY 13204 <i>Site ID Site Status: 44428 Unregulated/Closed</i>	SSE	0.20 / 1,053.38	15	149
20	AST	FIRE DEPT MAINTENANCE	312 STATE FAIR BLVD SYRACUSE NY 13204 <i>Site ID Site Status: 45032 Active</i>	ESE	0.20 / 1,072.42	-29	154
20	ENG	Syracuse Fire Training School	312 State Fair Boulevard Syracuse NY	ESE	0.20 / 1,072.42	-29	162
20	INST	Syracuse Fire Training School	312 State Fair Boulevard Syracuse NY	ESE	0.20 / 1,072.42	-29	163
20	RCRA NON GEN	NEW YORK STATE DEPT OF CONSERVATION REGION 7	312 STATE FAIR BLVD SYRACUSE NY 13204	ESE	0.20 / 1,072.42	-29	165
20	RCRA NON GEN	NYSDEC REGION 7	312 STATE FAIR BLVD SYRACUSE NY 13209	ESE	0.20 / 1,072.42	-29	166
20	RCRA NON GEN	NYS DEC SYRACUSE FIRE TRAINING SCHOOL	312 STATE FAIR BLVD SYRACUSE NY 13204	ESE	0.20 / 1,072.42	-29	167
20	RCRA SQG	SYRACUSE FIRE TRAINING CTR	312 STATE FAIR BLVD SYRACUSE NY 13204	ESE	0.20 / 1,072.42	-29	168
20	SHWS	Syracuse Fire Training School	312 State Fair Boulevard Syracuse NY	ESE	0.20 / 1,072.42	-29	169
20	UST	FIRE DEPT MAINTENANCE	312 STATE FAIR BLVD SYRACUSE NY 13204 <i>Site ID Site Status: 45032 Active</i>	ESE	0.20 / 1,072.42	-29	171
21	SSTS	DUKES'S ROOT CONTROL INC.	1020 HIAWATHA BLVD W - SYRACUSE NY 13204	NE	0.21 / 1,085.93	-29	176

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
22	RCRA NON GEN	REGAL HYUNDAI INC	1000 W HIAWATHA BLVD SYRACUSE NY 13204-1111	NE	0.23 / 1,204.66	-29	176
23	AST	MAVIS DISCOUNT TIRE	1501 WEST GENESEE ST SYRACUSE NY 13204 <i>Site ID Site Status: 433662 Active</i>	SSE	0.23 / 1,218.45	10	178
24	SWF/LF	Feher Rubbish Removal	526 State Fair Boulevard Syracuse NY 13204	NNE	0.31 / 1,622.55	-29	182
25	PCB	ENVIRONMENTAL PRODUCTS & SERVICES OF VERMONT INC	532 STATE FAIR BLVD SYRACUSE NY 13204	NNE	0.31 / 1,634.94	-29	182
25	PCB	ENVIRONMENTAL PROD AND SVCS	532 STATE FAIR BLVD SYRACUSE NY 13204	NNE	0.31 / 1,634.94	-29	183
25	SWF/LF	Environmental Products & Services of Vermont Inc	532 State Fair Boulevard Syracuse NY 13204	NNE	0.31 / 1,634.94	-29	183
25	SWF/LF	Environmental Products & Services of Vermont Inc	532 State Fair Boulevard Syracuse NY 13204	NNE	0.31 / 1,634.94	-29	183
25	SWF/LF	Environmental Products & Services of Vermont Inc	532 State Fair Boulevard Syracuse NY 13204	NNE	0.31 / 1,634.94	-29	184
26	LST	DON ELLIOT'S TRUCK STOP	512 STATE FAIR BLVD SYRACUSE NY <i>Site ID Close Date: 151237 1991-10-04 00:00:00</i>	NE	0.32 / 1,700.37	-30	184
26	LST	CANNON TIRE	512 STATE FAIR BLVD SYRACUSE NY <i>Site ID Close Date: 151238 2002-08-06 00:00:00</i>	NE	0.32 / 1,700.37	-30	185
27	SWF/LF	Central Auto Recycling Inc	1807 Erie Blvd. West Syracuse NY 13204	NW	0.41 / 2,182.35	-7	186
27	SWF/LF	Central Auto Recycling Inc	1807 Erie Blvd. West Syracuse NY 13204	NW	0.41 / 2,182.35	-7	186
28	SWF/LF	DeGroot Automotive	962 Spencer St. Syracuse NY 13204	ENE	0.45 / 2,362.85	-30	187

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
29	LST	C.G. BOOM	945 SPENCER STREET SYRACUSE NY	ENE	0.49 / 2,569.90	-30	187
<i>Site ID Close Date: 239076 2003-11-05 00:00:00</i>							
30	SHWS	Roth Steel, Richmond Ave	Richmond Ave Syracuse NY	SE	0.55 / 2,909.09	-21	188
31	SHWS	Roth Steel Site	800 Hiawatha Blvd. West Syracuse NY	NE	0.65 / 3,409.25	-35	188
32	SHWS	Willis Avenue - Former Ball Field	585 State Fair Blvd. South Syracuse NY	NW	0.66 / 3,469.63	-15	189
33	RCRA CORRACTS	POLYPURE INC	1400 MILTON AVE SOLVAY NY 13209	WNW	0.77 / 4,052.66	17	192
34	SHWS	NM - Syracuse Hiawatha Blvd. MGP	Hiawatha Blvd Syracuse NY	NE	0.81 / 4,271.84	-37	198
35	HSWDS	NiMo, Hiawatha Gas	Hiawatha Blvd. Syracuse 13202 NY	NE	0.81 / 4,273.33	-37	200
36	SHWS	Waste Bed B/Harbor Brook Area	533 and 555 State Fair Blvd Syracuse NY	NW	0.84 / 4,432.56	-13	201
37	VAPOR	McKesson EnviroSystems (Inland Site)	400 Bear Street West Syracuse NY 13204	ENE	0.84 / 4,446.09	-31	204
38	SHWS	McKesson EnviroSystems (Inland Site)	800/801 Van Rensselaer Street Syracuse NY	ENE	0.85 / 4,505.81	-31	204
39	RCRA CORRACTS	HONEYWELL INTERNATIONAL INC.	1700 MILTON AVE SOLVAY NY 13209	WNW	0.94 / 4,957.80	18	207
40	NPL	ONONDAGA LAKE	Postal Address is unavailable for the Site SYRACUSE NY 13209	N	0.96 / 5,070.60	-46	219

Executive Summary: Summary by Data Source

Standard

Federal

NPL - National Priority List

A search of the NPL database, dated Oct 10, 2018 has found that there are 1 NPL site(s) within approximately 1.00 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
ONONDAGA LAKE	Postal Address is unavailable for the Site SYRACUSE NY 13209	N	0.96 / 5,070.60	40

SEMS ARCHIVE - SEMS List 8R Archive Sites

A search of the SEMS ARCHIVE database, dated Aug 13, 2018 has found that there are 1 SEMS ARCHIVE site(s) within approximately 0.50 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
LIPE CLUTCH PROD /LIPE-ROLLWAY CORP	806 EMERSON AVE SYRACUSE NY 13204	WNW	0.18 / 939.06	15

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 1 CERCLIS site(s) within approximately 0.50 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
LIPE CLUTCH PROD /LIPE-ROLLWAY CORP	806 EMERSON AVE SYRACUSE NY 13204	WNW	0.18 / 939.06	15

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.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
LIPE CLUTCH PROD /LIPE-ROLLWAY CORP	806 EMERSON AVE SYRACUSE NY 13204	WNW	0.18 / 939.06	15

RCRA CORRACTS - RCRA CORRACTS-Corrective Action

A search of the RCRA CORRACTS database, dated Aug 2, 2018 has found that there are 2 RCRA CORRACTS site(s) within approximately 1.00 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
POLYPURE INC	1400 MILTON AVE SOLVAY NY 13209	WNW	0.77 / 4,052.66	33
HONEYWELL INTERNATIONAL INC.	1700 MILTON AVE SOLVAY NY 13209	WNW	0.94 / 4,957.80	39

RCRA LQG - RCRA Generator List

A search of the RCRA LQG database, dated Aug 2, 2018 has found that there are 1 RCRA LQG site(s) within approximately 0.25 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
NIAGARA MOHAWK A NATIONAL GRID CO MANHOLE 1118	ERIE BLVD WEST & W FAYETTE ST MH 1118 SYRACUSE NY 13204	NNW	0.01 / 38.98	4

RCRA SQG - RCRA Small Quantity Generators List

A search of the RCRA SQG database, dated Aug 2, 2018 has found that there are 1 RCRA SQG site(s) within approximately 0.25 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
SYRACUSE FIRE TRAINING CTR	312 STATE FAIR BLVD SYRACUSE NY 13204	ESE	0.20 / 1,072.42	20

RCRA CESQG - RCRA Conditionally Exempt Small Quantity Generators List

A search of the RCRA CESQG database, dated Aug 2, 2018 has found that there are 1 RCRA CESQG site(s) within approximately 0.25 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
PERFORMANCE PONTIAC NISSAN INC	959 HIAWATHA BLVD W SYRACUSE NY 13204	NE	0.18 / 934.27	14

RCRA NON GEN - RCRA Non-Generators

A search of the RCRA NON GEN database, dated Aug 2, 2018 has found that there are 11 RCRA NON GEN site(s) within approximately 0.25 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
AMERICAN CYANAMID CO - STRATHMOR	1970 W FAYETTE ST SYRACUSE NY 13201	-	0.00 / 0.00	1
EDCO SALES INC	700 EMERSON AVE SYRACUSE NY 13204	WSW	0.11 / 603.15	10

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
C & J OIL SERVICE	523 N LOWELL AVE SYRACUSE NY 13204-1748	S	0.13 / 692.98	11
NMPC - EMERSON AVE CREW LOCATION	806 EMERSON AVE SYRACUSE NY 13204	WNW	0.18 / 939.06	15
BERG TRANSPORTATION INC	1601 W GENESEE ST SYRACUSE NY 13204	S	0.19 / 999.73	17

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
NIAGARA MOHAWK A NATIONAL GRID CO MANHOLE 1119	ERIE BLVD & W FAYETTE ST MH1119 SYRACUSE NY 13204	NNW	0.01 / 38.98	4
MONRO MUFFLER BRAKE #47	1335 ERIE BLVD W SYRACUSE NY 13204-2755	SE	0.16 / 828.35	13
NYS DEC SYRACUSE FIRE TRAINING SCHOOL	312 STATE FAIR BLVD SYRACUSE NY 13204	ESE	0.20 / 1,072.42	20
NEW YORK STATE DEPT OF CONSERVATION REGION 7	312 STATE FAIR BLVD SYRACUSE NY 13204	ESE	0.20 / 1,072.42	20
NYSDEC REGION 7	312 STATE FAIR BLVD SYRACUSE NY 13209	ESE	0.20 / 1,072.42	20
REGAL HYUNDAI INC	1000 W HIAWATHA BLVD SYRACUSE NY 13204-1111	NE	0.23 / 1,204.66	22

State

SHWS - Registry of Inactive Hazardous Waste Disposal Sites in New York State

A search of the SHWS database, dated Sep 14, 2018 has found that there are 9 SHWS site(s) within approximately 1.00 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
Lipe-Rollaway Corp.	806 Emerson Avenue Syracuse NY	WNW	0.18 / 939.06	15

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
Emerson Ave. and Harbor St.	800 Emerson Ave. and Harbor St. Syracuse NY	WNW	0.20 / 1,036.62	18
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
Syracuse Fire Training School	312 State Fair Boulevard Syracuse NY	ESE	0.20 / 1,072.42	20
Roth Steel, Richmond Ave	Richmond Ave Syracuse NY	SE	0.55 / 2,909.09	30
Roth Steel Site	800 Hiawatha Blvd. West Syracuse NY	NE	0.65 / 3,409.25	31
Willis Avenue - Former Ball Field	585 State Fair Blvd. South Syracuse NY	NW	0.66 / 3,469.63	32
NM - Syracuse Hiawatha Blvd. MGP	Hiawatha Blvd Syracuse NY	NE	0.81 / 4,271.84	34
Waste Bed B/Harbor Brook Area	533 and 555 State Fair Blvd Syracuse NY	NW	0.84 / 4,432.56	36
McKesson EnviroSystems (Inland Site)	800/801 Van Rensselaer Street Syracuse NY	ENE	0.85 / 4,505.81	38

VAPOR - Vapor Intrusion Legacy Site List

A search of the VAPOR database, dated Dec 29, 2017 has found that there are 1 VAPOR site(s) within approximately 1.00 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
McKesson EnviroSystems (Inland Site)	400 Bear Street West Syracuse NY 13204	ENE	0.84 / 4,446.09	37

SWF/LF - Solid Waste Facilities and Landfills

A search of the SWF/LF database, dated Sep 30, 2018 has found that there are 7 SWF/LF site(s) within approximately 0.50 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
Feher Rubbish Removal	526 State Fair Boulevard Syracuse NY 13204	NNE	0.31 / 1,622.55	24
Environmental Products & Services of Vermont Inc	532 State Fair Boulevard Syracuse NY 13204	NNE	0.31 / 1,634.94	25
Environmental Products & Services of Vermont Inc	532 State Fair Boulevard Syracuse NY 13204	NNE	0.31 / 1,634.94	25
Environmental Products & Services of Vermont Inc	532 State Fair Boulevard Syracuse NY 13204	NNE	0.31 / 1,634.94	25
Central Auto Recycling Inc	1807 Erie Blvd. West Syracuse NY 13204	NW	0.41 / 2,182.35	27
Central Auto Recycling Inc	1807 Erie Blvd. West Syracuse NY 13204	NW	0.41 / 2,182.35	27
DeGroot Automotive	962 Spencer St. Syracuse NY 13204	ENE	0.45 / 2,362.85	28

LST - Leaking Storage Tanks

A search of the LST database, dated Sep 14, 2018 has found that there are 8 LST site(s) within approximately 0.50 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
COOKIE CALOIA AUTOMOTIVE	1524 WEST GENESEE ST SYRACUSE NY	SSE	0.19 / 996.50	16
	<i>Site ID Close Date: 72383 1996-12-31 00:00:00</i>			
COOKIE CALOIA AUTOMOTIVE	1524 WEST GENESEE ST SYRACUSE NY	SSE	0.19 / 996.50	16
	<i>Site ID Close Date: 72382 1996-12-31 00:00:00</i>			
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
CARBONE PONTIAC	959 HIAWATHA BLVD SYRACUSE NY	NE	0.18 / 934.27	14
	<i>Site ID Close Date: 81716 1988-05-06 00:00:00</i>			
CARBONE PONTIAC	959 W HIAWATHA BLVD SYRACUSE NY	NE	0.18 / 934.27	14
	<i>Site ID Close Date: 178811 1988-04-15 00:00:00</i>			

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
CARBONE PONTIAC	959 HIAWATHA BLVD SYRACUSE NY	NE	0.18 / 934.27	14
<i>Site ID Close Date: 81717 1988-04-15 00:00:00</i>				
DON ELLIOT'S TRUCK STOP	512 STATE FAIR BLVD SYRACUSE NY	NE	0.32 / 1,700.37	26
<i>Site ID Close Date: 151237 1991-10-04 00:00:00</i>				
CANNON TIRE	512 STATE FAIR BLVD SYRACUSE NY	NE	0.32 / 1,700.37	26
<i>Site ID Close Date: 151238 2002-08-06 00:00:00</i>				
C.G. BOOM	945 SPENCER STREET SYRACUSE NY	ENE	0.49 / 2,569.90	29
<i>Site ID Close Date: 239076 2003-11-05 00:00:00</i>				

UST - Underground Storage Tanks- UST-Petroleum Bulk Storage (PBS)

A search of the UST database, dated Sep 14, 2018 has found that there are 4 UST site(s) within approximately 0.25 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
EMERSON AVENUE COMPLEX	806 EMERSON AVE SYRACUSE NY 13204	WNW	0.18 / 939.06	15
<i>Site ID Site Status: 46423 Unregulated/Closed</i>				
CALOIA'S AUTOMOTIVE	1524 W. GENESEE ST SYRACUSE NY 13204	SSE	0.19 / 996.50	16
<i>Site ID Site Status: 46667 Unregulated/Closed</i>				
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
SUMMIT DODGE	959 HIAWATHA BLVD WEST SYRACUSE NY 13204	NE	0.18 / 934.27	14
<i>Site ID Site Status: 45805 Active</i>				
FIRE DEPT MAINTENANCE	312 STATE FAIR BLVD SYRACUSE NY 13204	ESE	0.20 / 1,072.42	20
<i>Site ID Site Status: 45032 Active</i>				

AST - The Bulk Storage Program Database - AST

A search of the AST database, dated Sep 14, 2018 has found that there are 9 AST site(s) within approximately 0.25 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
EMERSON AVENUE COMPLEX	806 EMERSON AVE SYRACUSE NY 13204	WNW	0.18 / 939.06	15
<i>Site ID Site Status: 46423 Unregulated/Closed</i>				

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
EAGLE TRANSMISSION SERVICES	1601 W. GENESEE ST SYRACUSE NY 13204	S	0.19 / 999.73	17
	<i>Site ID Site Status: 46865 Inactive</i>			
JARKAS AUTOMOTIVE INC.	1516 W. GENESEE ST SYRACUSE NY 13204	SSE	0.20 / 1,053.38	19
	<i>Site ID Site Status: 44428 Unregulated/Closed</i>			
MAVIS DISCOUNT TIRE	1501 WEST GENESEE ST SYRACUSE NY 13204	SSE	0.23 / 1,218.45	23
	<i>Site ID Site Status: 433662 Active</i>			

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
ROMANO SUBARU	1000 WEST HIAWATHA BLVD SYRACUSE NY 13204	ENE	0.09 / 451.91	8
	<i>Site ID Site Status: 393322 Unregulated/Closed</i>			
ROMANO SUBARU	960 HIAWATHA BLVD WEST SYRACUSE NY 13204	NE	0.16 / 819.61	12
	<i>Site ID Site Status: 46924 Active</i>			
MONRO MUFFLER/BRAKE #47	1335 ERIE BLVD W SYRACUSE NY 13204	SE	0.16 / 828.35	13
	<i>Site ID Site Status: 46933 Unregulated/Closed</i>			
SUMMIT DODGE	959 HIAWATHA BLVD WEST SYRACUSE NY 13204	NE	0.18 / 934.27	14
	<i>Site ID Site Status: 45805 Active</i>			
FIRE DEPT MAINTENANCE	312 STATE FAIR BLVD SYRACUSE NY 13204	ESE	0.20 / 1,072.42	20
	<i>Site ID Site Status: 45032 Active</i>			

DELISTED TANKS - Delisted Storage Tanks

A search of the DELISTED TANKS database, dated Sep 14, 2018 has found that there are 1 DELISTED TANKS site(s) within approximately 0.25 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
EMERSON AVENUE COMPLEX	806 EMERSON AVE SYRACUSE NY 13204	WNW	0.18 / 939.06	15

ENG - Registry of Engineering Controls in New York State

A search of the ENG database, dated Sep 14, 2018 has found that there are 1 ENG site(s) within approximately 0.50 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
Syracuse Fire Training School	312 State Fair Boulevard Syracuse NY	ESE	0.20 / 1,072.42	20

INST - Registry of Institutional Controls in New York State

A search of the INST database, dated Sep 14, 2018 has found that there are 1 INST site(s) within approximately 0.50 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
Syracuse Fire Training School	312 State Fair Boulevard Syracuse NY	ESE	0.20 / 1,072.42	20

HSWDS - Hazardous Substance Waste Disposal Sites

A search of the HSWDS database, dated Oct 24, 2003 has found that there are 1 HSWDS site(s) within approximately 1.00 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
NiMo, Hiawatha Gas	Hiawatha Blvd. Syracuse 13202 NY	NE	0.81 / 4,273.33	35

Non Standard

Federal

FINDS/FRS - Facility Registry Service/Facility Index

A search of the FINDS/FRS database, dated Oct 17, 2018 has found that there are 3 FINDS/FRS site(s) within approximately 0.02 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
STRATHMORE PRODUCTS	1970 W FAYETTE ST SYRACUSE NY 13204-1740	-	0.00 / 0.00	1

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
NIAGARA MOHAWK A NATIONAL GRID CO MANHOLE 1118	ERIE BLVD WEST & W FAYETTE ST SYRACUSE NY 13204	NNW	0.01 / 38.98	4

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
NIAGARA MOHAWK A NATIONAL GRID CO MANHOLE 1119	ERIE BLVD & W FAYETTE ST SYRACUSE NY 13204	NNW	0.01 / 38.98	4

TRIS - Toxics Release Inventory (TRI) Program

A search of the TRIS database, dated Dec 31, 2017 has found that there are 4 TRIS site(s) within approximately 0.02 miles of the

project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
STRATHMORE PRODS. INC.	1970 W. FAYETTE ST. SYRACUSE NY 13204	-	0.00 / 0.00	1
STRATHMORE PRODS. INC.	1970 W. FAYETTE ST. SYRACUSE NY 13204	-	0.00 / 0.00	1
STRATHMORE PRODS. INC.	1970 W. FAYETTE ST. SYRACUSE NY 13204	-	0.00 / 0.00	1
STRATHMORE PRODS. INC.	1970 W. FAYETTE ST. SYRACUSE NY 13204	-	0.00 / 0.00	1

PRP - Potentially Responsible Parties List

A search of the PRP database, dated Aug 13, 2018 has found that there are 2 PRP site(s) within approximately 0.02 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
STRATHMORE PRODUCTS, INC.	1970 WEST FAYETTE STREET P.O. BOX 13201 SYRACUSE NY 13204	-	0.00 / 0.00	1
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
NYSDEC	1615 ERIE BLVD, WEST SYRACUSE NY 13204	N	0.01 / 31.79	3

ICIS - Integrated Compliance Information System (ICIS)

A search of the ICIS database, dated Nov 18, 2016 has found that there are 2 ICIS site(s) within approximately 0.02 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
STRATHMORE PRODUCTS	1970 W FAYETTE ST SYRACUSE NY 13204	-	0.00 / 0.00	1
STRATHMORE PRODUCTS	1970 W FAYETTE ST SYRACUSE NY 13204	-	0.00 / 0.00	1

SSTS - Registered Pesticide Establishments

A search of the SSTS database, dated Mar 1, 2018 has found that there are 1 SSTS site(s) within approximately 0.25 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
DUKES'S ROOT CONTROL INC.	1020 HIAWATHA BLVD W - SYRACUSE NY 13204	NE	0.21 / 1,085.93	21

PCB - Polychlorinated Biphenyl (PCB) Notifiers

A search of the PCB database, dated Sep 14, 2018 has found that there are 2 PCB site(s) within approximately 0.50 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
ENVIRONMENTAL PROD AND SVCS	532 STATE FAIR BLVD SYRACUSE NY 13204	NNE	0.31 / 1,634.94	25
ENVIRONMENTAL PRODUCTS & SERVICES OF VERMONT INC	532 STATE FAIR BLVD SYRACUSE NY 13204	NNE	0.31 / 1,634.94	25

State

NY SPILLS - Spill Incidents Database

A search of the NY SPILLS database, dated Sep 14, 2018 has found that there are 8 NY SPILLS site(s) within approximately 0.12 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
LOWELL AVE-WASTE OIL	618 N. LOWELL AVE SYRACUSE NY	SSW	0.05 / 238.00	6
<i>Site ID Close Date: 286624 1991-05-31 00:00:00</i>				
Spill Number 9913526	109 RANN AVE SYRACUSE NY	S	0.10 / 522.85	9
<i>Site ID Close Date: 180618 2003-10-20 00:00:00</i>				
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
MILTON AVE. ABAND DRUMS	ERIE BLVD & HIAWATHA BLVD SYRACUSE NY	E	0.01 / 30.55	2
<i>Site ID Close Date: 176990 1997-12-12 00:00:00</i>				
HIAWATHA BLVD	HIAWATHA & ERIE BLVD SYRACUSE NY	E	0.01 / 30.55	2
<i>Site ID Close Date: 387314 2007-09-20 00:00:00</i>				
HARBOR BROOK	HIAWATHA & ERIE BLVD SYRACUSE NY	E	0.01 / 30.55	2
<i>Site ID Close Date: 202690 1987-09-25 00:00:00</i>				
Spill Number 8503957	109 HARBOR ST SYRACUSE NY	W	0.02 / 106.64	5

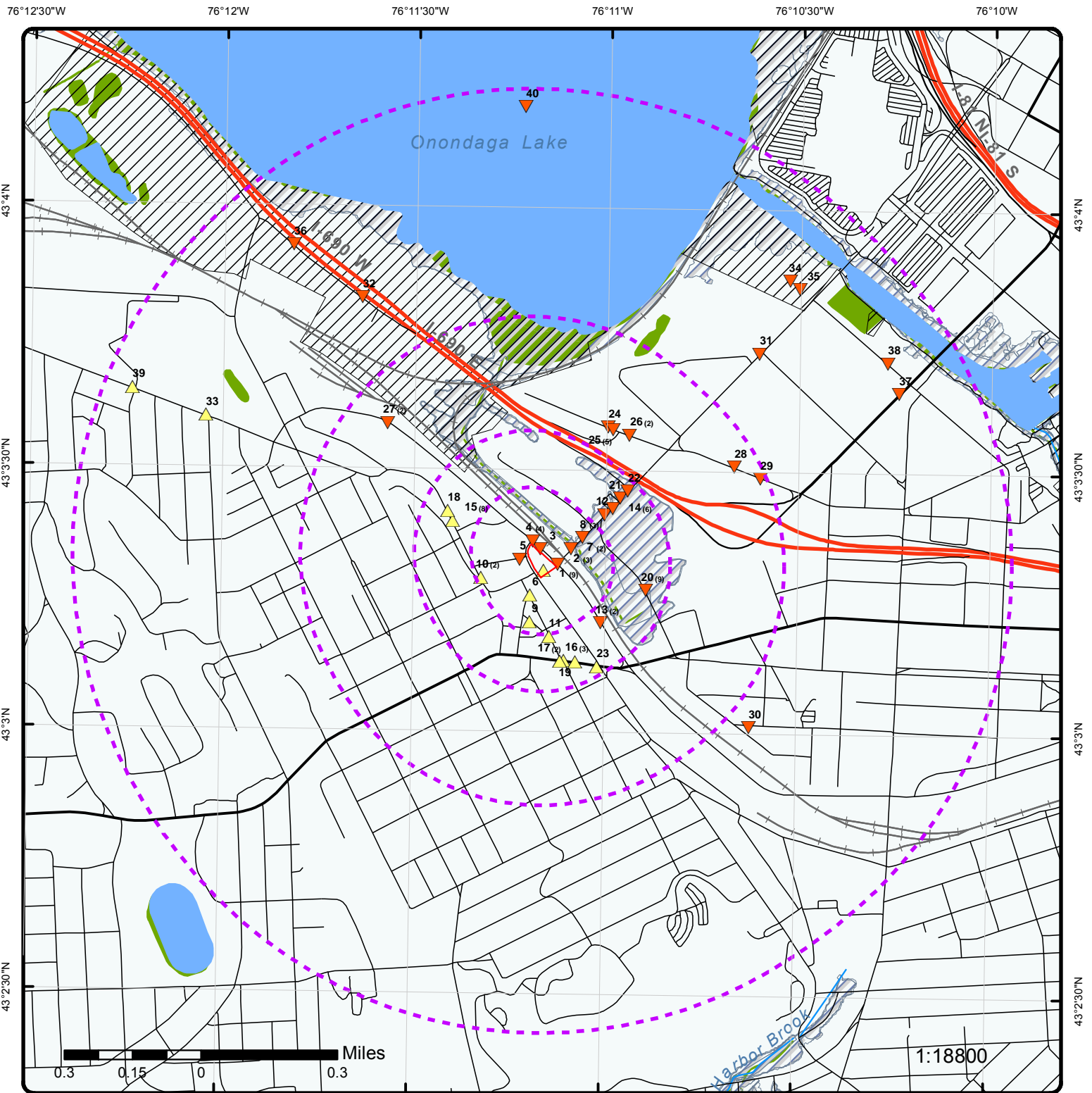
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
	<i>Site ID Close Date: 206368 1988-12-29 00:00:00</i>			
1030 HIAWATHA BLVD.	1030 HIAWATHA BLVD WEST SYRACUSE NY	ENE	0.05 / 265.30	<u>7</u>
	<i>Site ID Close Date: 114849 1996-04-22 00:00:00</i>			
1030 HIAWATHA BLVD.	1030 HIAWATHA BLVD SYRACUSE NY	ENE	0.05 / 265.30	<u>7</u>
	<i>Site ID Close Date: 307772 1995-09-05 00:00:00</i>			

NY MANIFEST - Hazardous Waste Manifest

A search of the NY MANIFEST database, dated Apr 30, 2017 has found that there are 3 NY MANIFEST site(s) within approximately 0.12 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
EDCO SALES INC	700 EMERSON AVE SYRACUSE NY 13204	WSW	0.11 / 603.15	<u>10</u>

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
REGAL BUICK INCORPORATED	1000 WEST HIAWATHA BLVD SYRACUSE NY 13204	ENE	0.09 / 451.91	<u>8</u>
REGAL HYUNDAI	1000 HIAWATHA BOULEVARD WEST SYRACUSE NY 13204	ENE	0.09 / 451.91	<u>8</u>



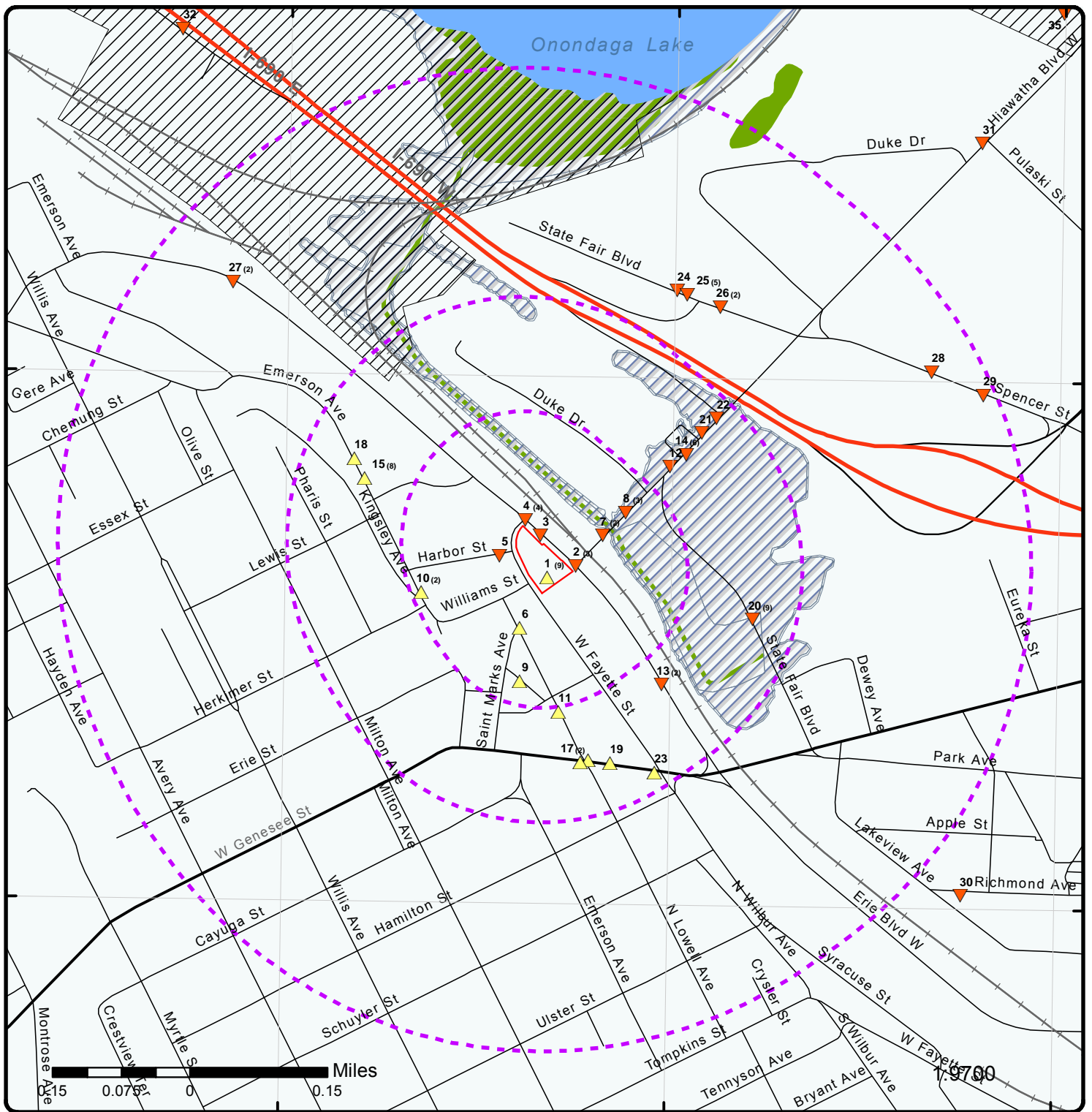
Map : 1 Mile Radius

Order No: 20181206110

Address: 1970 West Fayette Street, Syracuse, NY, 13204



Project Property	Rails	State Boundary	FWS Special Designation Areas
Buffer Outline	Major Highways	National Priority List Sites	State Brownfield Sites
Eris Sites with Higher Elevation	Major Highways Ramps	National Wetland	State Brownfield Areas
Eris Sites with Same Elevation	Major Roads	Indian Reserve Land	State Superfund Areas:Dept. of Defense
Eris Sites with Lower Elevation	Major Roads Ramps	Historic Fill	State Superfund Areas:NPL
Eris Sites with Unknown Elevation	Secondary Roads	100 Year Flood Zone	WQARF Areas
County Boundary	Secondary Roads Ramps	500 Year Flood Zone	Federal Lands: Dept. of Defense (owned/administered areas)
	Local Roads and Ramps		



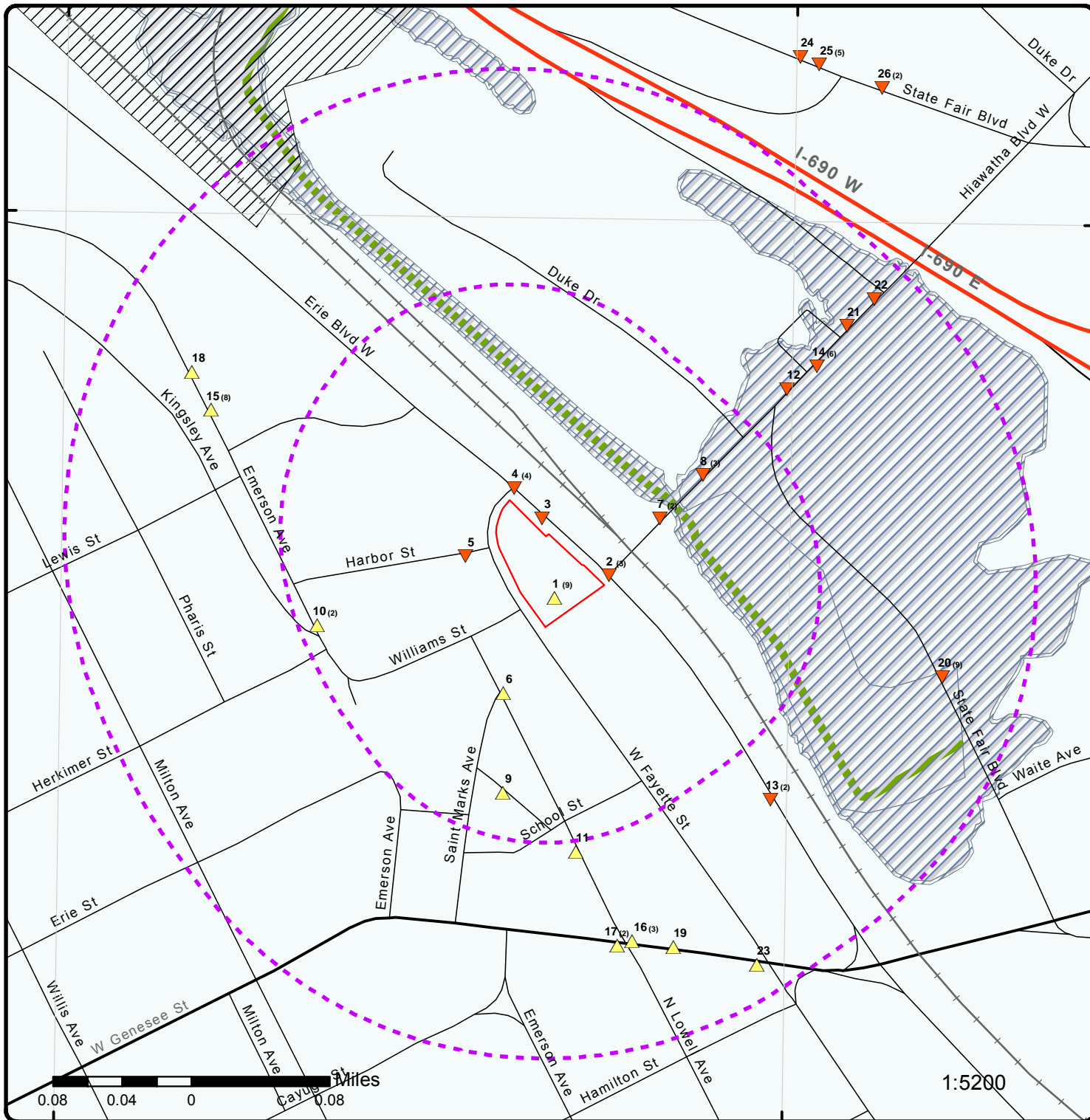
Map : 0.5 Mile Radius

Order No: 20181206110

Address: 1970 West Fayette Street, Syracuse, NY, 13204



Project Property	Rails	State Boundary	FWS Special Designation Areas
Buffer Outline	Major Highways	National Priority List Sites	State Brownfield Sites
Eris Sites with Higher Elevation	Major Highways Ramps	National Wetland	State Brownfield Areas
Eris Sites with Same Elevation	Major Roads	Indian Reserve Land	State Superfund Areas:Dept. of Defense
Eris Sites with Lower Elevation	Major Roads Ramps	Historic Fill	State Superfund Areas:NPL
Eris Sites with Unknown Elevation	Secondary Roads	100 Year Flood Zone	WQARF Areas
County Boundary	Secondary Roads Ramps	500 Year Flood Zone	Federal Lands: Dept. of Defense (owned/administered areas)
	Local Roads and Ramps		



Map : 0.25 Mile Radius

Order No: 20181206110

Address: 1970 West Fayette Street, Syracuse, NY, 13204



Project Property	Rails	State Boundary	FWS Special Designation Areas
Buffer Outline	Major Highways	National Priority List Sites	State Brownfield Sites
Eris Sites with Higher Elevation	Major Highways Ramps	National Wetland	State Brownfield Areas
Eris Sites with Same Elevation	Major Roads	Indian Reserve Land	State Superfund Areas:Dept. of Defense
Eris Sites with Lower Elevation	Major Roads Ramps	Historic Fill	State Superfund Areas:NPL
Eris Sites with Unknown Elevation	Secondary Roads	100 Year Flood Zone	WQARF Areas
County Boundary	Secondary Roads Ramps	500 Year Flood Zone	Federal Lands: Dept. of Defense (owned/administered areas)
	Local Roads and Ramps		

76°11'30"W

76°11'W

43°3'30"N

43°3'30"N



Aerial (2015)

Address: 1970 West Fayette Street, Syracuse, NY, 13204

Source: ESRI World Imagery

Order No: 20181206110



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Topographic Map (2016)

Address: 1970 West Fayette Street, Syracuse, NY, 13204

Quadrangle(s): Syracuse West, NY

Source: USGS Topographic Map

Order No: 20181206110



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Detail Report

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
1	1 of 9	-	0.00 / 0.00	410.41 / 2	STRATHMORE PRODUCTS 1970 W FAYETTE ST SYRACUSE NY 13204-1740	FINDS/FRS

Registry ID: 110009482782
FIPS Code: 36067
Program Acronyms: AIR, AIRS/AFS, FIS, RCRAINFO, TRIS, TSCA
HUC Code: 04140201
Site Type Name: STATIONARY
Location Description:
Supplemental Location:
Create Date: 01-MAR-2000 00:00:00
Update Date: 09-MAR-2016 13:02:53
Interest Types: AIR MINOR, STATE MASTER, TRI REPORTER, TSCA SUBMITTER, UNSPECIFIED UNIVERSE
SIC Codes: 2851
SIC Code Descriptions: PAINTS, VARNISHES, LACQUERS, ENAMELS, AND ALLIED PRODUCTS
NAICS Codes: 325510
NAICS Code Descriptions: PAINT AND COATING MANUFACTURING.
Conveyor: FRS-GEocode
Federal Facility Code:
Federal Agency Name:
Tribal Land Code:
Tribal Land Name:
Congressional Dist No.: 25
Census Block Code: 360670020001013
EPA Region Code: 02
County Name: ONONDAGA
US/Mexico Border Ind:
Latitude: 43.05504
Longitude: -76.18637
Reference Point: CENTER OF A FACILITY OR STATION
Coord Collection Method: ADDRESS MATCHING-HOUSE NUMBER
Accuracy Value: 30
Datum: NAD83
Source:
Facility Detail Rprt URL: http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110009482782

1	2 of 9	-	0.00 / 0.00	410.41 / 2	STRATHMORE PRODUCTS 1970 W FAYETTE ST SYRACUSE NY 13204	ICIS
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EPA Region: 02	Federal Facility ID:
FRS Facility UIN: 110009482782	Tribal Land Code:
Program Syst ID: NY0000NY7311500413	County: Onondaga
Prog Sys Acronym: AIR	Latitude: 43.05504
Permit Type:	Longitude: -76.18637

--Details--

EA Identifier: NY000A000036067R504600301	Enf Act Forum Dsc: Administrative - Informal
EA Type Code: NOV	Fac NAICS Code: 325510
EA Type Desc: Notice of Violation	Facility SIC Code: 2851
EA Name: STRATHMORE PRODUCTS 36067R504600301	
EA Identifier: NY000A000036067R504600306	Enf Act Forum Dsc: Administrative - Formal
EA Type Code: SCAAAO	Fac NAICS Code: 325510
EA Type Desc: Administrative Order	Facility SIC Code: 2851

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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EA Name: STRATHMORE PRODUCTS 36067R504600306

EA Identifier:		Enf Act Forum Dsc:	
EA Type Code:		Fac NAICS Code:	325510
EA Type Desc:		Facility SIC Code:	2851
EA Name:			

EA Identifier:	NY000A000036067R504600304	Enf Act Forum Dsc:	Administrative - Informal
EA Type Code:	NOV	Fac NAICS Code:	325510
EA Type Desc:	Notice of Violation	Facility SIC Code:	2851
EA Name:	STRATHMORE PRODUCTS 36067R504600304		

<u>1</u>	3 of 9	-	0.00 / 0.00	410.41 / 2	STRATHMORE PRODUCTS 1970 W FAYETTE ST SYRACUSE NY 13204	ICIS
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EPA Region:	02	Federal Facility ID:	
FRS Facility UIN:	110009482782	Tribal Land Code:	
Program Syst ID:	NY0000007311500413	County:	Onondaga
Prog Sys Acronym:	AIR	Latitude:	43.05504
Permit Type:		Longitude:	-76.18637

--Details--

EA Identifier:	NY000A0000731150041300301	Enf Act Forum Dsc:	Administrative - Informal
EA Type Code:	NOV	Fac NAICS Code:	325510
EA Type Desc:	Notice of Violation	Facility SIC Code:	2851
EA Name:	STRATHMORE PRODUCTS 36067R504600301		

EA Identifier:	NY000A0000731150041300306	Enf Act Forum Dsc:	Administrative - Formal
EA Type Code:	SCAAAO	Fac NAICS Code:	325510
EA Type Desc:	Administrative Order	Facility SIC Code:	2851
EA Name:	STRATHMORE PRODUCTS 36067R504600306		

EA Identifier:	NY000A0000731150041300304	Enf Act Forum Dsc:	Administrative - Informal
EA Type Code:	NOV	Fac NAICS Code:	325510
EA Type Desc:	Notice of Violation	Facility SIC Code:	2851
EA Name:	STRATHMORE PRODUCTS 36067R504600304		

<u>1</u>	4 of 9	-	0.00 / 0.00	410.41 / 2	STRATHMORE PRODUCTS, INC. 1970 WEST FAYETTE STREET P.O. BOX 13201 SYRACUSE NY 13204	PRP
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EPA ID:	CTD009717604
Site Name:	SOLVENTS RECOVERY SERVICE OF NEW ENGLAND
NPL Status:	Currently on the Final NPL
Non NPL Status:	

Noticed Party Action Information

Action Type Seq:	NJ-2
Action Name:	Not Ltrs
Action Date:	GENERAL NOTICE 06/12/1992

Action Type Seq:	SG-2
Action Name:	Spcl Not Ltrs
Action Date:	SPECIAL NOTICE 09/20/2006

Action Type Seq:	CD-9
Action Name:	C DECREE
Action Date:	SETTLEMENT DATE 03/26/2009

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
<u>1</u>	5 of 9	-	0.00 / 0.00	410.41 / 2	AMERICAN CYANAMID CO - STRATHMOR 1970 W FAYETTE ST SYRACUSE NY 13201	RCRA NON GEN

EPA Handler ID: NYD987023769
Gen Status Universe: No Report
Contact Name:
Contact Address: S CHERRY ST, , WALLINGFORD, NY, 06492, US
Contact Phone No and Ext:
Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Full Mailing Info: S CHERRY ST, , WALLINGFORD, NY, 06492, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20070101
Handler Name: AMERICAN CYANAMID CO - STRATHMOR
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20060101
Handler Name: AMERICAN CYANAMID CO - STRATHMOR
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19940525
Handler Name: AMERICAN CYANAMID CO - STRATHMOR
Generator Status Universe: No Report

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Source Type:						
<u>Waste Code Details</u>						
Hazardous Waste Code:		NONE				
Waste Code Description:		DESCRIPTION				
<u>Hazardous Waste Handler Details</u>						
Sequence No:		1				
Receive Date:		19921211				
Handler Name:		AMERICAN CYANAMID CO - STRATHMOR				
Generator Status Universe:		No Report				
Source Type:		N				
<u>Waste Code Details</u>						
Hazardous Waste Code:		D000				
Waste Code Description:		DESCRIPTION				
Hazardous Waste Code:		D001				
Waste Code Description:		IGNITABLE WASTE				
Hazardous Waste Code:		D007				
Waste Code Description:		CHROMIUM				

<u>1</u>	6 of 9	-	0.00 / 0.00	410.41 / 2	STRATHMORE PRODS. INC. 1970 W. FAYETTE ST. SYRACUSE NY 13204	TRIS
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TRI Facility ID:	13204STRTH1970W	BIA Code:	
FRS ID:		County:	ONONDAGA
Year:	1990	Latitude:	43.055149
Federal Facility:	NO	Longitude:	-76.185988
Tribe:			

--Details--

SRS ID:

Primary SIC: 2851

SIC 2:

SIC 3:

SIC 4:

SIC 5:

SIC 6:

Primary NAICS: 325510

NAICS 2:

NAICS 3:

NAICS 4:

NAICS 5:

NAICS 6:

Document No: 1390045037304

Chemical: XYLENE (MIXED ISOMERS)

CAS No/Compound ID: 001330207

Clean Air Act?: YES

Classification: NON-PBT

Metal: NO

Metal Category: 0

Carcinogen: NO

Form Type: R

Unit of Measure: Pounds

5.1 Fugitive Air: 250

5.2 Stack Air: 0

5.3 Water: 0

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
5.4.1 UIC Class I:	0					
5.4.2 UIC Class II-V:	0					
5.5.1A RCRA C Landfills:	0					
5.5.1B Other Landfills:	0					
5.5.2 Land Treatment:	0					
5.5.3 Surface Impoundment:	0					
5.5.3A RCRA C Surface Imp:	0					
5.5.3B Other Surface Imp:	0					
5.5.4 Other Disposal:	0					
On-Site Release Total:	250					
6.1 POTW - Transfers for Rel:	0					
6.1 POTW - Transfers for Treat:	0					
6.1 POTW - Total Transfers:	0					
6.2 M10:	0					
6.2 M41:	0					
6.2 M62:	0					
6.2 M71:	0					
6.2 M81:	0					
6.2 M82:	0					
6.2 M72:	0					
6.2 M63:	0					
6.2 M66:	0					
6.2 M67:	0					
6.2 M64:	0					
6.2 M65:	0					
6.2 M73:	0					
6.2 M79:	0					
6.2 M90:	0					
6.2 M94:	0					
6.2 M99:	0					
Off-Site Release Total:	0					
6.2 M20:	0					
6.2 M24:	0					
6.2 M26:	0					
6.2 M28:	0					
6.2 M93:	0					
Off-Site Recycled Total:	0					
6.2 M56:	0					
6.2 M92:	0					
Off-Site Recovery Total:	0					
6.2 M40:	0					
6.2 M50:	0					
6.2 M54:	0					
6.2 M61:	0					
6.2 M69:	0					
6.2 M95:	0					
Off-Site Treated Total:	0					
Total Releases:	250					
8.1 Releases:	0					
8.1A On-Site Contained Rel:	0					
8.1B On-Site Other Rel:	0					
8.1C Off-Site Contained Rel:	0					
8.1D Off-Site Other Releases:	0					
8.2 On-Site Energy Recovery:	0					
8.3 Energy Recovery Off-Site:	0					
8.4 On-Site Recycling:	0					
8.5 Recycling Off-Site:	0					
8.6 On-Site Treatment:	0					
8.7 Treatment Off-Site:	0					
Production Waste:	0					
8.8 One-Time Release:	0					
8.9 Production Ratio:						
Parent Company Name:	NA					
Parent Company DB No:	NA					
Industry Sector Code:						
Industry Sector:						
5.4 Underground:						
5.5.1 Landfills:						
Prod Ratio or Activity:						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
<u>1</u>	7 of 9	-	0.00 / 0.00	410.41 / 2	STRATHMORE PRODS. INC. 1970 W. FAYETTE ST. SYRACUSE NY 13204	TRIS

TRI Facility ID:	13204STRTH1970W	BIA Code:	
FRS ID:		County:	ONONDAGA
Year:	1989	Latitude:	43.055149
Federal Facility:	NO	Longitude:	-76.185988
Tribe:			

--Details--

SRS ID:

Primary SIC: 2851

SIC 2:

SIC 3:

SIC 4:

SIC 5:

SIC 6:

Primary NAICS: 325510

NAICS 2:

NAICS 3:

NAICS 4:

NAICS 5:

NAICS 6:

Document No: 1389035050513

Chemical: 1,1,1-TRICHLOROETHANE

CAS No/Compound ID: 000071556

Clean Air Act?: YES

Classification: NON-PBT

Metal: NO

Metal Category: 0

Carcinogen: NO

Form Type: R

Unit of Measure: Pounds

5.1 Fugitive Air: 1710

5.2 Stack Air: 50

5.3 Water: 0

5.4.1 UIC Class I: 0

5.4.2 UIC Class II-V: 0

5.5.1A RCRA C Landfills: 0

5.5.1B Other Landfills: 0

5.5.2 Land Treatment: 0

5.5.3 Surface Impoundment: 0

5.5.3A RCRA C Surface Imp: 0

5.5.3B Other Surface Imp: 0

5.5.4 Other Disposal: 0

On-Site Release Total: 1760

6.1 POTW - Transfers for Rel: 0

6.1 POTW - Transfers for Treat: 0

6.1 POTW - Total Transfers: 0

6.2 M10: 0

6.2 M41: 0

6.2 M62: 0

6.2 M71: 0

6.2 M81: 0

6.2 M82: 0

6.2 M72: 0

6.2 M63: 0

6.2 M66: 0

6.2 M67: 0

6.2 M64: 0

6.2 M65: 0

6.2 M73: 0

6.2 M79: 0

6.2 M90: 0

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
6.2 M94:	0					
6.2 M99:	0					
Off-Site Release Total:	0					
6.2 M20:	0					
6.2 M24:	0					
6.2 M26:	0					
6.2 M28:	0					
6.2 M93:	0					
Off-Site Recycled Total:	0					
6.2 M56:	0					
6.2 M92:	0					
Off-Site Recovery Total:	0					
6.2 M40:	0					
6.2 M50:	0					
6.2 M54:	0					
6.2 M61:	0					
6.2 M69:	0					
6.2 M95:	0					
Off-Site Treated Total:	0					
Total Releases:	1760					
8.1 Releases:	0					
8.1A On-Site Contained Rel:	0					
8.1B On-Site Other Rel:	0					
8.1C Off-Site Contained Rel:	0					
8.1D Off-Site Other Releases:	0					
8.2 On-Site Energy Recovery:	0					
8.3 Energy Recovery Off-Site:	0					
8.4 On-Site Recycling:	0					
8.5 Recycling Off-Site:	0					
8.6 On-Site Treatment:	0					
8.7 Treatment Off-Site:	0					
Production Waste:	0					
8.8 One-Time Release:	0					
8.9 Production Ratio:						
Parent Company Name:	NA					
Parent Company DB No:	NA					
Industry Sector Code:						
Industry Sector:						
5.4 Underground:						
5.5.1 Landfills:						
Prod Ratio or Activity:						
SRS ID:						
Primary SIC:	2851					
SIC 2:						
SIC 3:						
SIC 4:						
SIC 5:						
SIC 6:						
Primary NAICS:	325510					
NAICS 2:						
NAICS 3:						
NAICS 4:						
NAICS 5:						
NAICS 6:						
Document No:	1389035050537					
Chemical:	ETHYLBENZENE					
CAS No/Compound ID:	000100414					
Clean Air Act?:	YES					
Classification:	NON-PBT					
Metal:	NO					
Metal Category:	0					
Carcinogen:	NO					
Form Type:	R					
Unit of Measure:	Pounds					
5.1 Fugitive Air:	350					
5.2 Stack Air:	52					
5.3 Water:	0					
5.4.1 UIC Class I:	0					

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
5.4.2 UIC Class II-V:	0					
5.5.1A RCRA C Landfills:	0					
5.5.1B Other Landfills:	0					
5.5.2 Land Treatment:	0					
5.5.3 Surface Impoundment:	0					
5.5.3A RCRA C Surface Imp:	0					
5.5.3B Other Surface Imp:	0					
5.5.4 Other Disposal:	0					
On-Site Release Total:	402					
6.1 POTW - Transfers for Rel:	0					
6.1 POTW - Transfers for Treat:	0					
6.1 POTW - Total Transfers:	0					
6.2 M10:	0					
6.2 M41:	0					
6.2 M62:	0					
6.2 M71:	0					
6.2 M81:	0					
6.2 M82:	0					
6.2 M72:	0					
6.2 M63:	0					
6.2 M66:	0					
6.2 M67:	0					
6.2 M64:	0					
6.2 M65:	0					
6.2 M73:	0					
6.2 M79:	0					
6.2 M90:	0					
6.2 M94:	0					
6.2 M99:	0					
Off-Site Release Total:	0					
6.2 M20:	0					
6.2 M24:	0					
6.2 M26:	0					
6.2 M28:	0					
6.2 M93:	0					
Off-Site Recycled Total:	0					
6.2 M56:	0					
6.2 M92:	0					
Off-Site Recovery Total:	0					
6.2 M40:	0					
6.2 M50:	0					
6.2 M54:	0					
6.2 M61:	0					
6.2 M69:	0					
6.2 M95:	0					
Off-Site Treated Total:	0					
Total Releases:	402					
8.1 Releases:	0					
8.1A On-Site Contained Rel:	0					
8.1B On-Site Other Rel:	0					
8.1C Off-Site Contained Rel:	0					
8.1D Off-Site Other Releases:	0					
8.2 On-Site Energy Recovery:	0					
8.3 Energy Recovery Off-Site:	0					
8.4 On-Site Recycling:	0					
8.5 Recycling Off-Site:	0					
8.6 On-Site Treatment:	0					
8.7 Treatment Off-Site:	0					
Production Waste:	0					
8.8 One-Time Release:	0					
8.9 Production Ratio:						
Parent Company Name:	NA					
Parent Company DB No:	NA					
Industry Sector Code:						
Industry Sector:						
5.4 Underground:						
5.5.1 Landfills:						
Prod Ratio or Activity:						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
SRS ID:						
Primary SIC:		2851				
SIC 2:						
SIC 3:						
SIC 4:						
SIC 5:						
SIC 6:						
Primary NAICS:		325510				
NAICS 2:						
NAICS 3:						
NAICS 4:						
NAICS 5:						
NAICS 6:						
Document No:		1389035050448				
Chemical:		XYLENE (MIXED ISOMERS)				
CAS No/Compound ID:		001330207				
Clean Air Act?:		YES				
Classification:		NON-PBT				
Metal:		NO				
Metal Category:		0				
Carcinogen:		NO				
Form Type:		R				
Unit of Measure:		Pounds				
5.1 Fugitive Air:		375				
5.2 Stack Air:		0				
5.3 Water:		0				
5.4.1 UIC Class I:		0				
5.4.2 UIC Class II-V:		0				
5.5.1A RCRA C Landfills:		0				
5.5.1B Other Landfills:		0				
5.5.2 Land Treatment:		0				
5.5.3 Surface Impoundment:		0				
5.5.3A RCRA C Surface Imp:		0				
5.5.3B Other Surface Imp:		0				
5.5.4 Other Disposal:		0				
On-Site Release Total:		375				
6.1 POTW - Transfers for Rel:		0				
6.1 POTW - Transfers for Treat:		0				
6.1 POTW - Total Transfers:		0				
6.2 M10:		0				
6.2 M41:		0				
6.2 M62:		0				
6.2 M71:		0				
6.2 M81:		0				
6.2 M82:		0				
6.2 M72:		0				
6.2 M63:		0				
6.2 M66:		0				
6.2 M67:		0				
6.2 M64:		0				
6.2 M65:		0				
6.2 M73:		0				
6.2 M79:		0				
6.2 M90:		0				
6.2 M94:		0				
6.2 M99:		0				
Off-Site Release Total:		0				
6.2 M20:		0				
6.2 M24:		0				
6.2 M26:		0				
6.2 M28:		0				
6.2 M93:		0				
Off-Site Recycled Total:		0				
6.2 M56:		0				
6.2 M92:		0				
Off-Site Recovery Total:		0				
6.2 M40:		0				
6.2 M50:		0				
6.2 M54:		0				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
6.2 M61:	0					
6.2 M69:	0					
6.2 M95:	0					
Off-Site Treated Total:	0					
Total Releases:	375					
8.1 Releases:	0					
8.1A On-Site Contained Rel:	0					
8.1B On-Site Other Rel:	0					
8.1C Off-Site Contained Rel:	0					
8.1D Off-Site Other Releases:	0					
8.2 On-Site Energy Recovery:	0					
8.3 Energy Recovery Off-Site:	0					
8.4 On-Site Recycling:	0					
8.5 Recycling Off-Site:	0					
8.6 On-Site Treatment:	0					
8.7 Treatment Off-Site:	0					
Production Waste:	0					
8.8 One-Time Release:	0					
8.9 Production Ratio:						
Parent Company Name:	NA					
Parent Company DB No:	NA					
Industry Sector Code:						
Industry Sector:						
5.4 Underground:						
5.5.1 Landfills:						
Prod Ratio or Activity:						
SRS ID:						
Primary SIC:	2851					
SIC 2:						
SIC 3:						
SIC 4:						
SIC 5:						
SIC 6:						
Primary NAICS:	325510					
NAICS 2:						
NAICS 3:						
NAICS 4:						
NAICS 5:						
NAICS 6:						
Document No:	1389035050487					
Chemical:	ACETONE					
CAS No/Compound ID:	000067641					
Clean Air Act?:	NO					
Classification:	NON-PBT					
Metal:	NO					
Metal Category:	0					
Carcinogen:	NO					
Form Type:	R					
Unit of Measure:	Pounds					
5.1 Fugitive Air:	1300					
5.2 Stack Air:	266					
5.3 Water:	0					
5.4.1 UIC Class I:	0					
5.4.2 UIC Class II-V:	0					
5.5.1A RCRA C Landfills:	0					
5.5.1B Other Landfills:	0					
5.5.2 Land Treatment:	0					
5.5.3 Surface Impoundment:	0					
5.5.3A RCRA C Surface Imp:	0					
5.5.3B Other Surface Imp:	0					
5.5.4 Other Disposal:	0					
On-Site Release Total:	1566					
6.1 POTW - Transfers for Rel:	0					
6.1 POTW - Transfers for Treat:	0					
6.1 POTW - Total Transfers:	0					
6.2 M10:	0					
6.2 M41:	0					
6.2 M62:	0					

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
6.2 M71:	0					
6.2 M81:	0					
6.2 M82:	0					
6.2 M72:	0					
6.2 M63:	0					
6.2 M66:	0					
6.2 M67:	0					
6.2 M64:	0					
6.2 M65:	0					
6.2 M73:	0					
6.2 M79:	0					
6.2 M90:	0					
6.2 M94:	0					
6.2 M99:	0					
Off-Site Release Total:	0					
6.2 M20:	0					
6.2 M24:	0					
6.2 M26:	0					
6.2 M28:	0					
6.2 M93:	0					
Off-Site Recycled Total:	0					
6.2 M56:	0					
6.2 M92:	0					
Off-Site Recovery Total:	0					
6.2 M40:	0					
6.2 M50:	0					
6.2 M54:	0					
6.2 M61:	0					
6.2 M69:	0					
6.2 M95:	0					
Off-Site Treated Total:	0					
Total Releases:	1566					
8.1 Releases:	0					
8.1A On-Site Contained Rel:	0					
8.1B On-Site Other Rel:	0					
8.1C Off-Site Contained Rel:	0					
8.1D Off-Site Other Releases:	0					
8.2 On-Site Energy Recovery:	0					
8.3 Energy Recovery Off-Site:	0					
8.4 On-Site Recycling:	0					
8.5 Recycling Off-Site:	0					
8.6 On-Site Treatment:	0					
8.7 Treatment Off-Site:	0					
Production Waste:	0					
8.8 One-Time Release:	0					
8.9 Production Ratio:						
Parent Company Name:	NA					
Parent Company DB No:	NA					
Industry Sector Code:						
Industry Sector:						
5.4 Underground:						
5.5.1 Landfills:						
Prod Ratio or Activity:						
SRS ID:						
Primary SIC:	2851					
SIC 2:						
SIC 3:						
SIC 4:						
SIC 5:						
SIC 6:						
Primary NAICS:	325510					
NAICS 2:						
NAICS 3:						
NAICS 4:						
NAICS 5:						
NAICS 6:						
Document No:	1389035050436					
Chemical:	TOLUENE					

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
CAS No/Compound ID:			000108883			
Clean Air Act?:			YES			
Classification:			NON-PBT			
Metal:			NO			
Metal Category:			0			
Carcinogen:			NO			
Form Type:			R			
Unit of Measure:			Pounds			
5.1 Fugitive Air:			451			
5.2 Stack Air:			0			
5.3 Water:			0			
5.4.1 UIC Class I:			0			
5.4.2 UIC Class II-V:			0			
5.5.1A RCRA C Landfills:			0			
5.5.1B Other Landfills:			0			
5.5.2 Land Treatment:			0			
5.5.3 Surface Impoundment:			0			
5.5.3A RCRA C Surface Imp:			0			
5.5.3B Other Surface Imp:			0			
5.5.4 Other Disposal:			0			
On-Site Release Total:			451			
6.1 POTW - Transfers for Rel:			0			
6.1 POTW - Transfers for Treat:			0			
6.1 POTW - Total Transfers:			0			
6.2 M10:			0			
6.2 M41:			0			
6.2 M62:			0			
6.2 M71:			0			
6.2 M81:			0			
6.2 M82:			0			
6.2 M72:			0			
6.2 M63:			0			
6.2 M66:			0			
6.2 M67:			0			
6.2 M64:			0			
6.2 M65:			0			
6.2 M73:			0			
6.2 M79:			0			
6.2 M90:			0			
6.2 M94:			0			
6.2 M99:			0			
Off-Site Release Total:			0			
6.2 M20:			0			
6.2 M24:			0			
6.2 M26:			0			
6.2 M28:			0			
6.2 M93:			0			
Off-Site Recycled Total:			0			
6.2 M56:			0			
6.2 M92:			0			
Off-Site Recovery Total:			0			
6.2 M40:			0			
6.2 M50:			0			
6.2 M54:			0			
6.2 M61:			0			
6.2 M69:			0			
6.2 M95:			0			
Off-Site Treated Total:			0			
Total Releases:			451			
8.1 Releases:			0			
8.1A On-Site Contained Rel:			0			
8.1B On-Site Other Rel:			0			
8.1C Off-Site Contained Rel:			0			
8.1D Off-Site Other Releases:			0			
8.2 On-Site Energy Recovery:			0			
8.3 Energy Recovery Off-Site:			0			
8.4 On-Site Recycling:			0			
8.5 Recycling Off-Site:			0			
8.6 On-Site Treatment:			0			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
8.7 Treatment Off-Site:	0					
Production Waste:	0					
8.8 One-Time Release:	0					
8.9 Production Ratio:						
Parent Company Name:	NA					
Parent Company DB No:	NA					
Industry Sector Code:						
Industry Sector:						
5.4 Underground:						
5.5.1 Landfills:						
Prod Ratio or Activity:						
SRS ID:						
Primary SIC:	2851					
SIC 2:						
SIC 3:						
SIC 4:						
SIC 5:						
SIC 6:						
Primary NAICS:	325510					
NAICS 2:						
NAICS 3:						
NAICS 4:						
NAICS 5:						
NAICS 6:						
Document No:	1389035050525					
Chemical:	METHYL ETHYL KETONE					
CAS No/Compound ID:	000078933					
Clean Air Act?:	NO					
Classification:	NON-PBT					
Metal:	NO					
Metal Category:	0					
Carcinogen:	NO					
Form Type:	R					
Unit of Measure:	Pounds					
5.1 Fugitive Air:	1180					
5.2 Stack Air:	147					
5.3 Water:	0					
5.4.1 UIC Class I:	0					
5.4.2 UIC Class II-V:	0					
5.5.1A RCRA C Landfills:	0					
5.5.1B Other Landfills:	0					
5.5.2 Land Treatment:	0					
5.5.3 Surface Impoundment:	0					
5.5.3A RCRA C Surface Imp:	0					
5.5.3B Other Surface Imp:	0					
5.5.4 Other Disposal:	0					
On-Site Release Total:	1327					
6.1 POTW - Transfers for Rel:	0					
6.1 POTW - Transfers for Treat:	0					
6.1 POTW - Total Transfers:	0					
6.2 M10:	0					
6.2 M41:	0					
6.2 M62:	0					
6.2 M71:	0					
6.2 M81:	0					
6.2 M82:	0					
6.2 M72:	0					
6.2 M63:	0					
6.2 M66:	0					
6.2 M67:	0					
6.2 M64:	0					
6.2 M65:	0					
6.2 M73:	0					
6.2 M79:	0					
6.2 M90:	0					
6.2 M94:	0					
6.2 M99:	0					
Off-Site Release Total:	0					

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
6.2 M20:			0			
6.2 M24:			0			
6.2 M26:			0			
6.2 M28:			0			
6.2 M93:			0			
Off-Site Recycled Total:			0			
6.2 M56:			0			
6.2 M92:			0			
Off-Site Recovery Total:			0			
6.2 M40:			0			
6.2 M50:			0			
6.2 M54:			0			
6.2 M61:			0			
6.2 M69:			0			
6.2 M95:			0			
Off-Site Treated Total:			0			
Total Releases:			1327			
8.1 Releases:			0			
8.1A On-Site Contained Rel:			0			
8.1B On-Site Other Rel:			0			
8.1C Off-Site Contained Rel:			0			
8.1D Off-Site Other Releases:			0			
8.2 On-Site Energy Recovery:			0			
8.3 Energy Recovery Off-Site:			0			
8.4 On-Site Recycling:			0			
8.5 Recycling Off-Site:			0			
8.6 On-Site Treatment:			0			
8.7 Treatment Off-Site:			0			
Production Waste:			0			
8.8 One-Time Release:			0			
8.9 Production Ratio:						
Parent Company Name:			NA			
Parent Company DB No:			NA			
Industry Sector Code:						
Industry Sector:						
5.4 Underground:						
5.5.1 Landfills:						
Prod Ratio or Activity:						
SRS ID:						
Primary SIC:			2851			
SIC 2:						
SIC 3:						
SIC 4:						
SIC 5:						
SIC 6:						
Primary NAICS:			325510			
NAICS 2:						
NAICS 3:						
NAICS 4:						
NAICS 5:						
NAICS 6:						
Document No:			1389035050451			
Chemical:			CERTAIN GLYCOL ETHERS			
CAS No/Compound ID:			N230			
Clean Air Act?:			YES			
Classification:			NON-PBT			
Metal:			NO			
Metal Category:			0			
Carcinogen:			NO			
Form Type:			R			
Unit of Measure:			Pounds			
5.1 Fugitive Air:			38			
5.2 Stack Air:			0			
5.3 Water:			0			
5.4.1 UIC Class I:			0			
5.4.2 UIC Class II-V:			0			
5.5.1A RCRA C Landfills:			0			
5.5.1B Other Landfills:			0			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
5.5.2 Land Treatment:	0					
5.5.3 Surface Impoundment:	0					
5.5.3A RCRA C Surface Imp:	0					
5.5.3B Other Surface Imp:	0					
5.5.4 Other Disposal:	0					
On-Site Release Total:	38					
6.1 POTW - Transfers for Rel:	0					
6.1 POTW - Transfers for Treat:	0					
6.1 POTW - Total Transfers:	0					
6.2 M10:	0					
6.2 M41:	0					
6.2 M62:	0					
6.2 M71:	0					
6.2 M81:	0					
6.2 M82:	0					
6.2 M72:	0					
6.2 M63:	0					
6.2 M66:	0					
6.2 M67:	0					
6.2 M64:	0					
6.2 M65:	0					
6.2 M73:	0					
6.2 M79:	0					
6.2 M90:	0					
6.2 M94:	0					
6.2 M99:	0					
Off-Site Release Total:	0					
6.2 M20:	0					
6.2 M24:	0					
6.2 M26:	0					
6.2 M28:	0					
6.2 M93:	0					
Off-Site Recycled Total:	0					
6.2 M56:	0					
6.2 M92:	0					
Off-Site Recovery Total:	0					
6.2 M40:	0					
6.2 M50:	0					
6.2 M54:	0					
6.2 M61:	0					
6.2 M69:	0					
6.2 M95:	0					
Off-Site Treated Total:	0					
Total Releases:	38					
8.1 Releases:	0					
8.1A On-Site Contained Rel:	0					
8.1B On-Site Other Rel:	0					
8.1C Off-Site Contained Rel:	0					
8.1D Off-Site Other Releases:	0					
8.2 On-Site Energy Recovery:	0					
8.3 Energy Recovery Off-Site:	0					
8.4 On-Site Recycling:	0					
8.5 Recycling Off-Site:	0					
8.6 On-Site Treatment:	0					
8.7 Treatment Off-Site:	0					
Production Waste:	0					
8.8 One-Time Release:	0					
8.9 Production Ratio:						
Parent Company Name:	NA					
Parent Company DB No:	NA					
Industry Sector Code:						
Industry Sector:						
5.4 Underground:						
5.5.1 Landfills:						
Prod Ratio or Activity:						
SRS ID:						
Primary SIC:	2851					
SIC 2:						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
SIC 3:						
SIC 4:						
SIC 5:						
SIC 6:						
Primary NAICS:		325510				
NAICS 2:						
NAICS 3:						
NAICS 4:						
NAICS 5:						
NAICS 6:						
Document No:		1389035050499				
Chemical:		METHYL ISOBUTYL KETONE				
CAS No/Compound ID:		000108101				
Clean Air Act?:		YES				
Classification:		NON-PBT				
Metal:		NO				
Metal Category:		0				
Carcinogen:		NO				
Form Type:		R				
Unit of Measure:		Pounds				
5.1 Fugitive Air:		1090				
5.2 Stack Air:		80				
5.3 Water:		0				
5.4.1 UIC Class I:		0				
5.4.2 UIC Class II-V:		0				
5.5.1A RCRA C Landfills:		0				
5.5.1B Other Landfills:		0				
5.5.2 Land Treatment:		0				
5.5.3 Surface Impoundment:		0				
5.5.3A RCRA C Surface Imp:		0				
5.5.3B Other Surface Imp:		0				
5.5.4 Other Disposal:		0				
On-Site Release Total:		1170				
6.1 POTW - Transfers for Rel:		0				
6.1 POTW - Transfers for Treat:		0				
6.1 POTW - Total Transfers:		0				
6.2 M10:		0				
6.2 M41:		0				
6.2 M62:		0				
6.2 M71:		0				
6.2 M81:		0				
6.2 M82:		0				
6.2 M72:		0				
6.2 M63:		0				
6.2 M66:		0				
6.2 M67:		0				
6.2 M64:		0				
6.2 M65:		0				
6.2 M73:		0				
6.2 M79:		0				
6.2 M90:		0				
6.2 M94:		0				
6.2 M99:		0				
Off-Site Release Total:		0				
6.2 M20:		0				
6.2 M24:		0				
6.2 M26:		0				
6.2 M28:		0				
6.2 M93:		0				
Off-Site Recycled Total:		0				
6.2 M56:		0				
6.2 M92:		0				
Off-Site Recovery Total:		0				
6.2 M40:		0				
6.2 M50:		0				
6.2 M54:		0				
6.2 M61:		0				
6.2 M69:		0				
6.2 M95:		0				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Off-Site Treated Total:	0					
Total Releases:	1170					
8.1 Releases:	0					
8.1A On-Site Contained Rel:	0					
8.1B On-Site Other Rel:	0					
8.1C Off-Site Contained Rel:	0					
8.1D Off-Site Other Releases:	0					
8.2 On-Site Energy Recovery:	0					
8.3 Energy Recovery Off-Site:	0					
8.4 On-Site Recycling:	0					
8.5 Recycling Off-Site:	0					
8.6 On-Site Treatment:	0					
8.7 Treatment Off-Site:	0					
Production Waste:	0					
8.8 One-Time Release:	0					
8.9 Production Ratio:						
Parent Company Name:	NA					
Parent Company DB No:	NA					
Industry Sector Code:						
Industry Sector:						
5.4 Underground:						
5.5.1 Landfills:						
Prod Ratio or Activity:						
SRS ID:						
Primary SIC:	2851					
SIC 2:						
SIC 3:						
SIC 4:						
SIC 5:						
SIC 6:						
Primary NAICS:	325510					
NAICS 2:						
NAICS 3:						
NAICS 4:						
NAICS 5:						
NAICS 6:						
Document No:	1389035050549					
Chemical:	N-BUTYL ALCOHOL					
CAS No/Compound ID:	000071363					
Clean Air Act?:	NO					
Classification:	NON-PBT					
Metal:	NO					
Metal Category:	0					
Carcinogen:	NO					
Form Type:	R					
Unit of Measure:	Pounds					
5.1 Fugitive Air:	260					
5.2 Stack Air:	20					
5.3 Water:	0					
5.4.1 UIC Class I:	0					
5.4.2 UIC Class II-V:	0					
5.5.1A RCRA C Landfills:	0					
5.5.1B Other Landfills:	0					
5.5.2 Land Treatment:	0					
5.5.3 Surface Impoundment:	0					
5.5.3A RCRA C Surface Imp:	0					
5.5.3B Other Surface Imp:	0					
5.5.4 Other Disposal:	0					
On-Site Release Total:	280					
6.1 POTW - Transfers for Rel:	0					
6.1 POTW - Transfers for Treat:	0					
6.1 POTW - Total Transfers:	0					
6.2 M10:	0					
6.2 M41:	0					
6.2 M62:	0					
6.2 M71:	0					
6.2 M81:	0					
6.2 M82:	0					

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
6.2 M72:		0				
6.2 M63:		0				
6.2 M66:		0				
6.2 M67:		0				
6.2 M64:		0				
6.2 M65:		0				
6.2 M73:		0				
6.2 M79:		0				
6.2 M90:		0				
6.2 M94:		0				
6.2 M99:		0				
Off-Site Release Total:		0				
6.2 M20:		0				
6.2 M24:		0				
6.2 M26:		0				
6.2 M28:		0				
6.2 M93:		0				
Off-Site Recycled Total:		0				
6.2 M56:		0				
6.2 M92:		0				
Off-Site Recovery Total:		0				
6.2 M40:		0				
6.2 M50:		0				
6.2 M54:		0				
6.2 M61:		0				
6.2 M69:		0				
6.2 M95:		0				
Off-Site Treated Total:		0				
Total Releases:		280				
8.1 Releases:		0				
8.1A On-Site Contained Rel:		0				
8.1B On-Site Other Rel:		0				
8.1C Off-Site Contained Rel:		0				
8.1D Off-Site Other Releases:		0				
8.2 On-Site Energy Recovery:		0				
8.3 Energy Recovery Off-Site:		0				
8.4 On-Site Recycling:		0				
8.5 Recycling Off-Site:		0				
8.6 On-Site Treatment:		0				
8.7 Treatment Off-Site:		0				
Production Waste:		0				
8.8 One-Time Release:		0				
8.9 Production Ratio:						
Parent Company Name:		NA				
Parent Company DB No:		NA				
Industry Sector Code:						
Industry Sector:						
5.4 Underground:						
5.5.1 Landfills:						
Prod Ratio or Activity:						

<u>1</u>	8 of 9	-	0.00 / 0.00	410.41 / 2	STRATHMORE PRODS. INC. 1970 W. FAYETTE ST. SYRACUSE NY 13204	TRIS
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TRI Facility ID:	13204STRTH1970W	BIA Code:	
FRS ID:		County:	ONONDAGA
Year:	1988	Latitude:	43.055149
Federal Facility:	NO	Longitude:	-76.185988
Tribe:			

--Details--

SRS ID:	
Primary SIC:	2851
SIC 2:	
SIC 3:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
SIC 4:						
SIC 5:						
SIC 6:						
Primary NAICS:		325510				
NAICS 2:						
NAICS 3:						
NAICS 4:						
NAICS 5:						
NAICS 6:						
Document No:		1388025132313				
Chemical:		TOLUENE				
CAS No/Compound ID:		000108883				
Clean Air Act?:		YES				
Classification:		NON-PBT				
Metal:		NO				
Metal Category:		0				
Carcinogen:		NO				
Form Type:		R				
Unit of Measure:		Pounds				
5.1 Fugitive Air:		339				
5.2 Stack Air:		10				
5.3 Water:		0				
5.4.1 UIC Class I:		0				
5.4.2 UIC Class II-V:		0				
5.5.1A RCRA C Landfills:		0				
5.5.1B Other Landfills:		0				
5.5.2 Land Treatment:		0				
5.5.3 Surface Impoundment:		0				
5.5.3A RCRA C Surface Imp:		0				
5.5.3B Other Surface Imp:		0				
5.5.4 Other Disposal:		0				
On-Site Release Total:		349				
6.1 POTW - Transfers for Rel:		0				
6.1 POTW - Transfers for Treat:		0				
6.1 POTW - Total Transfers:		0				
6.2 M10:		0				
6.2 M41:		0				
6.2 M62:		0				
6.2 M71:		0				
6.2 M81:		0				
6.2 M82:		0				
6.2 M72:		0				
6.2 M63:		0				
6.2 M66:		0				
6.2 M67:		0				
6.2 M64:		0				
6.2 M65:		0				
6.2 M73:		0				
6.2 M79:		0				
6.2 M90:		0				
6.2 M94:		0				
6.2 M99:		0				
Off-Site Release Total:		0				
6.2 M20:		0				
6.2 M24:		0				
6.2 M26:		0				
6.2 M28:		0				
6.2 M93:		0				
Off-Site Recycled Total:		0				
6.2 M56:		0				
6.2 M92:		0				
Off-Site Recovery Total:		0				
6.2 M40:		0				
6.2 M50:		0				
6.2 M54:		0				
6.2 M61:		0				
6.2 M69:		0				
6.2 M95:		0				
Off-Site Treated Total:		0				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Total Releases:			349			
8.1 Releases:			0			
8.1A On-Site Contained Rel:			0			
8.1B On-Site Other Rel:			0			
8.1C Off-Site Contained Rel:			0			
8.1D Off-Site Other Releases:			0			
8.2 On-Site Energy Recovery:			0			
8.3 Energy Recovery Off-Site:			0			
8.4 On-Site Recycling:			0			
8.5 Recycling Off-Site:			0			
8.6 On-Site Treatment:			0			
8.7 Treatment Off-Site:			0			
Production Waste:			0			
8.8 One-Time Release:			0			
8.9 Production Ratio:						
Parent Company Name:		NA				
Parent Company DB No:		NA				
Industry Sector Code:						
Industry Sector:						
5.4 Underground:						
5.5.1 Landfills:						
Prod Ratio or Activity:						
SRS ID:						
Primary SIC:		2851				
SIC 2:						
SIC 3:						
SIC 4:						
SIC 5:						
SIC 6:						
Primary NAICS:		325510				
NAICS 2:						
NAICS 3:						
NAICS 4:						
NAICS 5:						
NAICS 6:						
Document No:		1388025132301				
Chemical:		XYLENE (MIXED ISOMERS)				
CAS No/Compound ID:		001330207				
Clean Air Act?:		YES				
Classification:		NON-PBT				
Metal:		NO				
Metal Category:		0				
Carcinogen:		NO				
Form Type:		R				
Unit of Measure:		Pounds				
5.1 Fugitive Air:		75				
5.2 Stack Air:		200				
5.3 Water:		0				
5.4.1 UIC Class I:		0				
5.4.2 UIC Class II-V:		0				
5.5.1A RCRA C Landfills:		0				
5.5.1B Other Landfills:		0				
5.5.2 Land Treatment:		0				
5.5.3 Surface Impoundment:		0				
5.5.3A RCRA C Surface Imp:		0				
5.5.3B Other Surface Imp:		0				
5.5.4 Other Disposal:		0				
On-Site Release Total:		275				
6.1 POTW - Transfers for Rel:		0				
6.1 POTW - Transfers for Treat:		0				
6.1 POTW - Total Transfers:		0				
6.2 M10:		0				
6.2 M41:		0				
6.2 M62:		0				
6.2 M71:		0				
6.2 M81:		0				
6.2 M82:		0				
6.2 M72:		0				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
6.2 M63:		0				
6.2 M66:		0				
6.2 M67:		0				
6.2 M64:		0				
6.2 M65:		0				
6.2 M73:		0				
6.2 M79:		0				
6.2 M90:		0				
6.2 M94:		0				
6.2 M99:		0				
Off-Site Release Total:		0				
6.2 M20:		0				
6.2 M24:		0				
6.2 M26:		0				
6.2 M28:		0				
6.2 M93:		0				
Off-Site Recycled Total:		0				
6.2 M56:		0				
6.2 M92:		0				
Off-Site Recovery Total:		0				
6.2 M40:		0				
6.2 M50:		0				
6.2 M54:		0				
6.2 M61:		0				
6.2 M69:		0				
6.2 M95:		0				
Off-Site Treated Total:		0				
Total Releases:		275				
8.1 Releases:		0				
8.1A On-Site Contained Rel:		0				
8.1B On-Site Other Rel:		0				
8.1C Off-Site Contained Rel:		0				
8.1D Off-Site Other Releases:		0				
8.2 On-Site Energy Recovery:		0				
8.3 Energy Recovery Off-Site:		0				
8.4 On-Site Recycling:		0				
8.5 Recycling Off-Site:		0				
8.6 On-Site Treatment:		0				
8.7 Treatment Off-Site:		0				
Production Waste:		0				
8.8 One-Time Release:		0				
8.9 Production Ratio:						
Parent Company Name:		NA				
Parent Company DB No:		NA				
Industry Sector Code:						
Industry Sector:						
5.4 Underground:						
5.5.1 Landfills:						
Prod Ratio or Activity:						

<u>1</u>	9 of 9	-	0.00 / 0.00	410.41 / 2	STRATHMORE PRODS. INC. 1970 W. FAYETTE ST. SYRACUSE NY 13204	TRIS
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TRI Facility ID:	13204STRTH1970W	BIA Code:	
FRS ID:		County:	ONONDAGA
Year:	1987	Latitude:	43.055149
Federal Facility:	NO	Longitude:	-76.185988
Tribe:			

--Details--
SRS ID:
Primary SIC: 2851
SIC 2:
SIC 3:
SIC 4:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
SIC 5:						
SIC 6:						
Primary NAICS:						
NAICS 2:						
NAICS 3:						
NAICS 4:						
NAICS 5:						
NAICS 6:						
Document No:			1387010560567			
Chemical:			TOLUENE			
CAS No/Compound ID:			000108883			
Clean Air Act?:			YES			
Classification:			NON-PBT			
Metal:			NO			
Metal Category:			0			
Carcinogen:			NO			
Form Type:			R			
Unit of Measure:			Pounds			
5.1 Fugitive Air:			299			
5.2 Stack Air:			7			
5.3 Water:			0			
5.4.1 UIC Class I:			0			
5.4.2 UIC Class II-V:			0			
5.5.1A RCRA C Landfills:			0			
5.5.1B Other Landfills:			0			
5.5.2 Land Treatment:			0			
5.5.3 Surface Impoundment:			0			
5.5.3A RCRA C Surface Imp:			0			
5.5.3B Other Surface Imp:			0			
5.5.4 Other Disposal:			0			
On-Site Release Total:			306			
6.1 POTW - Transfers for Rel:			0			
6.1 POTW - Transfers for Treat:			0			
6.1 POTW - Total Transfers:			0			
6.2 M10:			0			
6.2 M41:			0			
6.2 M62:			0			
6.2 M71:			0			
6.2 M81:			0			
6.2 M82:			0			
6.2 M72:			0			
6.2 M63:			0			
6.2 M66:			0			
6.2 M67:			0			
6.2 M64:			0			
6.2 M65:			0			
6.2 M73:			0			
6.2 M79:			0			
6.2 M90:			0			
6.2 M94:			0			
6.2 M99:			0			
Off-Site Release Total:			0			
6.2 M20:			0			
6.2 M24:			0			
6.2 M26:			0			
6.2 M28:			0			
6.2 M93:			0			
Off-Site Recycled Total:			0			
6.2 M56:			0			
6.2 M92:			0			
Off-Site Recovery Total:			0			
6.2 M40:			0			
6.2 M50:			0			
6.2 M54:			0			
6.2 M61:			0			
6.2 M69:			0			
6.2 M95:			0			
Off-Site Treated Total:			0			
Total Releases:			306			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
8.1 Releases:	0					
8.1A On-Site Contained Rel:	0					
8.1B On-Site Other Rel:	0					
8.1C Off-Site Contained Rel:	0					
8.1D Off-Site Other Releases:	0					
8.2 On-Site Energy Recovery:	0					
8.3 Energy Recovery Off-Site:	0					
8.4 On-Site Recycling:	0					
8.5 Recycling Off-Site:	0					
8.6 On-Site Treatment:	0					
8.7 Treatment Off-Site:	0					
Production Waste:	0					
8.8 One-Time Release:	0					
8.9 Production Ratio:						
Parent Company Name:	NA					
Parent Company DB No:	NA					
Industry Sector Code:						
Industry Sector:						
5.4 Underground:						
5.5.1 Landfills:						
Prod Ratio or Activity:						
SRS ID:						
Primary SIC:	2851					
SIC 2:						
SIC 3:						
SIC 4:						
SIC 5:						
SIC 6:						
Primary NAICS:						
NAICS 2:						
NAICS 3:						
NAICS 4:						
NAICS 5:						
NAICS 6:						
Document No:	1387010560579					
Chemical:	XYLENE (MIXED ISOMERS)					
CAS No/Compound ID:	001330207					
Clean Air Act?:	YES					
Classification:	NON-PBT					
Metal:	NO					
Metal Category:	0					
Carcinogen:	NO					
Form Type:	R					
Unit of Measure:	Pounds					
5.1 Fugitive Air:	247					
5.2 Stack Air:	193					
5.3 Water:	0					
5.4.1 UIC Class I:	0					
5.4.2 UIC Class II-V:	0					
5.5.1A RCRA C Landfills:	0					
5.5.1B Other Landfills:	0					
5.5.2 Land Treatment:	0					
5.5.3 Surface Impoundment:	0					
5.5.3A RCRA C Surface Imp:	0					
5.5.3B Other Surface Imp:	0					
5.5.4 Other Disposal:	0					
On-Site Release Total:	440					
6.1 POTW - Transfers for Rel:	0					
6.1 POTW - Transfers for Treat:	0					
6.1 POTW - Total Transfers:	0					
6.2 M10:	0					
6.2 M41:	0					
6.2 M62:	0					
6.2 M71:	0					
6.2 M81:	0					
6.2 M82:	0					
6.2 M72:	0					
6.2 M63:	0					

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
6.2 M66:		0				
6.2 M67:		0				
6.2 M64:		0				
6.2 M65:		0				
6.2 M73:		0				
6.2 M79:		0				
6.2 M90:		0				
6.2 M94:		0				
6.2 M99:		0				
Off-Site Release Total:		0				
6.2 M20:		0				
6.2 M24:		0				
6.2 M26:		0				
6.2 M28:		0				
6.2 M93:		0				
Off-Site Recycled Total:		0				
6.2 M56:		0				
6.2 M92:		0				
Off-Site Recovery Total:		0				
6.2 M40:		0				
6.2 M50:		0				
6.2 M54:		0				
6.2 M61:		0				
6.2 M69:		0				
6.2 M95:		0				
Off-Site Treated Total:		0				
Total Releases:		440				
8.1 Releases:		0				
8.1A On-Site Contained Rel:		0				
8.1B On-Site Other Rel:		0				
8.1C Off-Site Contained Rel:		0				
8.1D Off-Site Other Releases:		0				
8.2 On-Site Energy Recovery:		0				
8.3 Energy Recovery Off-Site:		0				
8.4 On-Site Recycling:		0				
8.5 Recycling Off-Site:		0				
8.6 On-Site Treatment:		0				
8.7 Treatment Off-Site:		0				
Production Waste:		0				
8.8 One-Time Release:		0				
8.9 Production Ratio:						
Parent Company Name:		NA				
Parent Company DB No:		NA				
Industry Sector Code:						
Industry Sector:						
5.4 Underground:						
5.5.1 Landfills:						
Prod Ratio or Activity:						

2 1 of 3 E 0.01 / 30.55 387.57 / -21 HARBOR BROOK
HIAWATHA & ERIE BLVD NY SPILLS
SYRACUSE NY

Spill No:	8704599	Spill Date:	1987-09-02 15:00:00
Site ID:	202690	Rcvd Date:	1987-09-02 15:40:00
DER Facility ID:	168600	CAC Date:	1987-09-25 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1987-09-25 00:00:00
SWIS Code:	3415	Create Date:	1987-09-08 00:00:00
Contribute Factor:	Unknown	Update Date:	1987-10-06 00:00:00
Water Body:		DEC Region:	7
Source:	Unknown	Lead DEC:	AJMARSCH
Class:		Reported by:	Local Agency
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	43.055342949
After Hours:	False	Longitude(s):	-76.185376969

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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UST Trust: False
 Caller Remark:

OIL SHEEN SPOTTED BY ONON D & S CREW WHO TOOK A WATER SAMPLE FROM HARBOR BROOK.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was JM // : INVESTIGATED AND FOUND NO SHEEN.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	UNKNOWN	Spiller Country:	999
Spiller Address:		Contact Name:	
Spiller City:		Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	908307	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	467227	Med GW:	False
Material Code:	0066A	Med SW:	True
Material Name:	unknown petroleum	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:		Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	False		

2	2 of 3	E	0.01 / 30.55	387.57 / -21	HIAWATHA BLVD HIAWATHA & ERIE BLVD SYRACUSE NY	NY SPILLS
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Spill No:	0706740	Spill Date:	2007-09-18 11:01:00
Site ID:	387314	Rcvd Date:	2007-09-18 11:01:00
DER Facility ID:	168600	CAC Date:	
CID:	444	Insp Date:	
Program Type:	ER	Close Date:	2007-09-20 00:00:00
SWIS Code:	3415	Create Date:	2007-09-18 11:25:00
Contribute Factor:	Other	Update Date:	2007-09-20 10:13:52.853000000
Water Body:		DEC Region:	7
Source:	Unknown	Lead DEC:	hdwarner
Class:	D4	Reported by:	Other
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	43.055342949
After Hours:	False	Longitude(s):	-76.185376969
UST Trust:	False		
Caller Remark:			

SOMEONE REMOVING COMPRESSORS FROM REFRIGERATOR UNITS ON SIDE OF ROAD AND CALLER IS CONCERNED

DEC Remark:

Spiller Information

Spiller Name:	NELSON	Spiller Zip:	
Spiller Company:		Spiller Country:	001
Spiller Address:	HIAWATHA & ERIE BLVD	Contact Name:	NELSON
Spiller City:	SYRACUSE	Contact Phone:	(315) 447-9706
Spiller State:	NY	Contact Ext:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Material Information

OP Unit ID:	1144523	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	2134830	Med GW:	False
Material Code:	1581A	Med SW:	False
Material Name:	refrigerant	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Other	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	False
Med Soil:	True		

<u>2</u>	3 of 3	E	0.01 / 30.55	387.57 / -21	MILTON AVE. ABAND DRUMS ERIE BLVD & HIAWATHA BLVD SYRACUSE NY	NY SPILLS
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Spill No:	9513260	Spill Date:	1996-01-22 13:45:00
Site ID:	176990	Rcvd Date:	1996-01-22 14:00:00
DER Facility ID:	148737	CAC Date:	1996-01-30 00:00:00
CID:	266	Insp Date:	1996-01-23 00:00:00
Program Type:	ER	Close Date:	1997-12-12 00:00:00
SWIS Code:	3415	Create Date:	1996-01-22 00:00:00
Contribute Factor:	Abandoned Drums	Update Date:	1997-12-17 00:00:00
Water Body:		DEC Region:	7
Source:	Unknown	Lead DEC:	CFMANNES
Class:	B2	Reported by:	Citizen
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	43.055342949
After Hours:	False	Longitude(s):	-76.185376969
UST Trust:	False		
DEC Remark:			

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM INITIAL RESPONSE: 1/22/96, OBSERVED 5 GAL. CONTAINERS OF LAQUER THINNER APPEARED TO BE WASTE MATERIAL. HIRED OPTTECH TO CONTAIN DISPOSE. WORK COMPLETED IN THE FIELD 1/23/96. PAT KLELLY ON THE SCENE TO SUPERVISE.

Caller Remark:

CALLED OBSERVED 8 5 GALLON PAILS CONTAINING VARIOUS AMOUNTS OF LIQUIDS ON SIDE OF ROAD NEAR OLD NIAGARA MOHAWK FACILITY ON WEST GENESEE STREET NEAR HIAWATHA BOULEVARD.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	UNKNOWN	Spiller Country:	999
Spiller Address:		Contact Name:	
Spiller City:		Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	1024243	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	356987	Med GW:	False
Material Code:	0066A	Med SW:	False
Material Name:	unknown petroleum	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:	G	Med Utility:	False

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Recovered:	.00				Oxygenate:	
Med Soil:	True					
OP Unit ID:	1024243				Med Air:	False
OU:	01				Med Ind Air:	False
Material ID:	356988				Med GW:	False
Material Code:	0056A				Med SW:	False
Material Name:	paint thinners				Med DW:	False
CAS No:					Med Sewer:	False
Material Family:	Other				Med Surf:	False
Quantity:	.00				Med Subway:	False
Units:	G				Med Utility:	False
Recovered:	.00				Oxygenate:	
Med Soil:	True					

[3](#) 1 of 1 N 0.01 / 31.79 397.70 / -10 NYSDEC 1615 ERIE BLVD, WEST SYRACUSE NY 13204 PRP

EPA ID: NYD043815703
Site Name: FRONTIER CHEM WASTE
NPL Status: Not on the NPL
Non NPL Status: Referred to Removal - NFRAP

[4](#) 1 of 4 NNW 0.01 / 38.98 400.72 / -7 NIAGARA MOHAWK A NATIONAL GRID CO MANHOLE 1119 ERIE BLVD & W FAYETTE ST SYRACUSE NY 13204 FINDS/FRS

Registry ID: 110070122074
FIPS Code: 36067
Program Acronyms: RCRAINFO
HUC Code:
Site Type Name: STATIONARY
Location Description:
Supplemental Location: MH1119
Create Date: 17-OCT-2017 10:30:28
Update Date:
Interest Types: UNSPECIFIED UNIVERSE
SIC Codes:
SIC Code Descriptions:
NAICS Codes:
NAICS Code Descriptions:
Conveyor:
Federal Facility Code:
Federal Agency Name:
Tribal Land Code:
Tribal Land Name:
Congressional Dist No.:
Census Block Code:
EPA Region Code: 02
County Name: ONONDAGA
US/Mexico Border Ind:
Latitude:
Longitude:
Reference Point:
Coord Collection Method:
Accuracy Value:
Datum: NAD83
Source:
Facility Detail Rprt URL: http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110070122074

[4](#) 2 of 4 NNW 0.01 / 38.98 400.72 / -7 NIAGARA MOHAWK A NATIONAL GRID CO MANHOLE 1118 ERIE BLVD WEST & W FAYETTE FINDS/FRS

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
					ST SYRACUSE NY 13204	
Registry ID:		110070122084				
FIPS Code:		36067				
Program Acronyms:		RCRAINFO				
HUC Code:						
Site Type Name:		STATIONARY				
Location Description:						
Supplemental Location:		MH 1118				
Create Date:		17-OCT-2017 10:30:31				
Update Date:						
Interest Types:		LQG				
SIC Codes:						
SIC Code Descriptions:						
NAICS Codes:						
NAICS Code Descriptions:						
Conveyor:						
Federal Facility Code:						
Federal Agency Name:						
Tribal Land Code:						
Tribal Land Name:						
Congressional Dist No.:						
Census Block Code:						
EPA Region Code:		02				
County Name:		ONONDAGA				
US/Mexico Border Ind:						
Latitude:						
Longitude:						
Reference Point:						
Coord Collection Method:						
Accuracy Value:						
Datum:		NAD83				
Source:						
Facility Detail Rprt URL:		http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110070122084				

4	3 of 4	NNW	0.01 / 38.98	400.72 / -7	NIAGARA MOHAWK A NATIONAL GRID CO MANHOLE 1118 ERIE BLVD WEST & W FAYETTE ST MH 1118 SYRACUSE NY 13204	RCRA LQG
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EPA Handler ID: NYP000973840
Gen Status Universe: Large Quantity Generator
Contact Name: LENNY DELVECCHIO
Contact Address: 300, ERIE BLVD WEST, , SYRACUSE, NY, 13202, US
Contact Phone No and Ext: 315-428-6670
Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20170808

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
<i>Onsite Burner Exemption:</i>		No				
<i>Furnace Exemption:</i>		No				
<i>Underground Injection Activity:</i>		No				
<i>Commercial TSD:</i>		No				
<i>Used Oil Transporter:</i>		No				
<i>Used Oil Transfer Facility:</i>		No				
<i>Used Oil Processor:</i>		No				
<i>Used Oil Refiner:</i>		No				
<i>Used Oil Burner:</i>		No				
<i>Used Oil Market Burner:</i>		No				
<i>Used Oil Spec Marketer:</i>		No				

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20170808
Handler Name: NIAGARA MOHAWK A NATIONAL GRID CO MANHOLE 1118
Generator Status Universe: Large Quantity Generator
Source Type: E

4	4 of 4	NNW	0.01 / 38.98	400.72 / -7	NIAGARA MOHAWK A NATIONAL GRID CO MANHOLE 1118 ERIE BLVD & W FAYETTE ST MH1119 SYRACUSE NY 13204	RCRA NON GEN
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EPA Handler ID: NYP000973683
Gen Status Universe: No Report
Contact Name: LENNY DELVECCHIO
Contact Address: 300, ERIE BLVD WEST, , SYRACUSE, NY, 13202, US
Contact Phone No and Ext: 315-428-6670
Contact Email: LEONARD.DELVECCHIO@NATIONALGRID.COM
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20170616

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Full Mailing Info: 300, ERIE BLVD WEST, , SYRACUSE, NY, 13202, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
OU:	01				Med Ind Air:	False
Material ID:	555036				Med GW:	False
Material Code:	0064A				Med SW:	False
Material Name:	unknown material				Med DW:	False
CAS No:					Med Sewer:	False
Material Family:	Other				Med Surf:	False
Quantity:	.00				Med Subway:	False
Units:					Med Utility:	False
Recovered:	.00				Oxygenate:	
Med Soil:	True					

<u>6</u>	1 of 1	SSW	0.05 / 238.00	416.32 / 8	LOWELL AVE-WASTE OIL 618 N. LOWELL AVE SYRACUSE NY	NY SPILLS
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Spill No:	9102412	Spill Date:	1991-05-30 17:00:00
Site ID:	286624	Rcvd Date:	1991-05-30 17:30:00
DER Facility ID:	232300	CAC Date:	1991-05-31 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1991-05-31 00:00:00
SWIS Code:	3415	Create Date:	
Contribute Factor:	Unknown	Update Date:	2003-12-02 00:00:00
Water Body:		DEC Region:	7
Source:	Private Dwelling	Lead DEC:	HDWARNER
Class:		Reported by:	Citizen
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	43.054024890
After Hours:	True	Longitude(s):	-76.186274460
UST Trust:	False		
Caller Remark:			

OIL PAN LEAKING FROM UNDER CAR EVERYTIME IT RAINS.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	UNKOWN	Spiller Country:	999
Spiller Address:		Contact Name:	
Spiller City:		Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	953361	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	424929	Med GW:	False
Material Code:	0022	Med SW:	False
Material Name:	waste oil/used oil	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

<u>7</u>	1 of 2	ENE	0.05 / 265.30	382.26 / -26	1030 HIAWATHA BLVD. 1030 HIAWATHA BLVD SYRACUSE NY	NY SPILLS
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Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Spill No:	9506855				Spill Date:	1995-09-05 11:50:00
Site ID:	307772				Rcvd Date:	1995-09-05 11:55:00
DER Facility ID:	248562				CAC Date:	1995-09-05 00:00:00
CID:					Insp Date:	1995-09-05 00:00:00
Program Type:	ER				Close Date:	1995-09-05 00:00:00
SWIS Code:	3415				Create Date:	
Contribute Factor:	Abandoned Drums				Update Date:	2003-12-02 00:00:00
Water Body:	HIAWATHA CREEK				DEC Region:	7
Source:	Commercial/Industrial				Lead DEC:	ROMOCKI
Class:	E6				Reported by:	Police Department
Meets Std:	True				Referred to:	
Penalty:	False				County:	Onondaga
REM Phase:	0				Latitude(s):	43.057215314
After Hours:	False				Longitude(s):	-76.183056871
UST Trust:	False					
Caller Remark:						

2 DRUMS SEEN AMONG DEBRIS DUMPED ON PROPERTY. 100'S OF TONS CONSTRUCTION DEBRIS HAS BEEN DUMPED ON PROPERTY.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MR 09/05/95: DUMPING OCCURS IN FLOOD PLAIN. NOTIFIED NYSDEC DIVISION OF WATER. 09/28/95: This is additional information about material spilled from the translation of the old spill file: ABANDONNED DRUMS.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	UNKNOWN	Spiller Country:	999
Spiller Address:		Contact Name:	
Spiller City:		Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	1021614	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	364813	Med GW:	False
Material Code:	0066A	Med SW:	True
Material Name:	unknown petroleum	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	110.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	False		

7 2 of 2 ENE 0.05 / 265.30 382.26 / -26 1030 HIAWATHA BLVD.
1030 HIAWATHA BLVD WEST NY SPILLS
SYRACUSE NY

Spill No:	9600795	Spill Date:	1996-03-17 12:00:00
Site ID:	114849	Rcvd Date:	1996-04-17 11:34:00
DER Facility ID:	100142	CAC Date:	
CID:	349	Insp Date:	1996-04-19 00:00:00
Program Type:	ER	Close Date:	1996-04-22 00:00:00
SWIS Code:	3415	Create Date:	1996-04-17 00:00:00
Contribute Factor:	Abandoned Drums	Update Date:	1996-04-23 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	ROMOCKI
Class:	E6	Reported by:	Local Agency
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	43.056169460
After Hours:	False	Longitude(s):	-76.184400170
UST Trust:	False		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Caller Remark:

location has been sited for several code violations for debris and amount of soil and auto junk there - also there are several 55 gallon drums of unknown material- caller has photos of site - also small stream runs on side of property - unk if affected

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MR 04/19/96: VISITED SITE. ONLY SOLID WASTE MATERIAL SPILLED. ANSWERED PREVIOUS COMPLAINT FROM CITY/SYRACUSE IN SEPT. OF 1995.REFERRED TO REGIONAL ENG. OFFICE.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	MAS INC (LAND OWNER)	Spiller Country:	001
Spiller Address:		Contact Name:	
Spiller City:		Contact Phone:	
Spiller State:	ZZ	Contact Ext:	

Material Information

OP Unit ID:	1032228	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	354188	Med GW:	False
Material Code:	0064A	Med SW:	False
Material Name:	unknown material	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Other	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

<u>8</u>	1 of 3	ENE	0.09 / 451.91	379.03 / -29	ROMANO SUBARU 1000 WEST HIAWATHA BLVD SYRACUSE NY 13204	AST
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Site ID:	393322	Expiry:	N/A
Site Status:	Unregulated/Closed	County:	Onondaga
Program No:	7-601206	UTM X:	403507.31891
Program Type Code:	PBS	UTM Y:	4767797.01783
Program Type Desc:	Petroleum Bulk Storage Program		
Site Type:	Other Wholesale/Retail Sales		

Tank Information

Tank ID:	221561	Prog No:	7-601206
Tank No:	001	Test Method:	-
Tank Status:	7	Registered:	True
Tank Status Desc:	Administratively Closed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	0
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	500	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	1988-01-01 00:00:00	Next Line Test Due:	
Close Date:	2016-10-04 00:00:00	Line Test Method:	-
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	3		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Tank Location Desc: Aboveground on saddles, legs, stilts, rack or cradle
Tank Owner Name:
Tank Owner Address:

Material Information

Material Code: 0022
Material Name: waste oil/used oil
Percent: 100.00

Equipment Information

Equipment: I01
Code Name: Float Vent Valve
Type: Overfill

Equipment: E01
Code Name: Diking (AG only)
Type: Piping Secondary Containment

Equipment: J02
Code Name: Suction Dispenser
Type: Dispenser

Equipment: B01
Code Name: Painted/Asphalt Coating
Type: Tank External Protection

Equipment: G01
Code Name: Diking (Aboveground)
Type: Tank Secondary Containment

Equipment: F00
Code Name: None
Type: Pipe External Protection

Equipment: D01
Code Name: Steel/Carbon Steel/Iron
Type: Pipe Type

Equipment: A00
Code Name: None
Type: Tank Internal Protection

Equipment: L02
Code Name: Interstitial - Manual Monitoring
Type: Piping Leak Detection

Equipment: H06
Code Name: Impervious Barrier/Concrete Pad (A/G)
Type: Tank Leak Detection

Equipment: C01
Code Name: Aboveground
Type: Pipe Location

Affiliation Information

Affiliation Type: 11
Affiliation Name: Emergency Contact
Affiliation Sub Type: NNN
Company: DAVID ROMANO
Contact Title:
Contact Name: DAVID ROMANO
Address 1:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Address2:						
City:						
State:		NN				
Zipcode:						
Country Code:		001				
Phone:		(315) 475-7933				
Phone Ext:						
Email:						
Fax:						
Modified By:		kckemp				
Last Modified:		2008-02-08 10:11:02.210000000				

Affiliation Information

Affiliation Type:	01
Affiliation Name:	Facility Owner
Affiliation Sub Type:	E
Company:	DAVID ROMANO
Contact Title:	OWNER
Contact Name:	DAVID ROMANO
Address1:	1000 WEST HIAWATHA BLVD
Address2:	
City:	SYRACUSE
State:	NY
Zipcode:	13204
Country Code:	001
Phone:	(315) 475-7933
Phone Ext:	
Email:	
Fax:	
Modified By:	kckemp
Last Modified:	2008-02-08 10:11:02.197000000

Affiliation Information

Affiliation Type:	07
Affiliation Name:	Mail Contact
Affiliation Sub Type:	NNN
Company:	ROMANO SUBARU
Contact Title:	
Contact Name:	DAVID ROMANO
Address1:	1000 WEST HIAWATHA BLVD
Address2:	
City:	SYRACUSE
State:	NY
Zipcode:	13204
Country Code:	001
Phone:	(315) 475-7933
Phone Ext:	
Email:	DAVIDROMANO@ROMANOCARS.COM
Fax:	
Modified By:	kckemp
Last Modified:	2008-02-08 10:11:02.197000000

Affiliation Information

Affiliation Type:	04
Affiliation Name:	Facility Operator
Affiliation Sub Type:	NNN
Company:	ROMANO SUBARU
Contact Title:	
Contact Name:	DAVID ROMANO
Address1:	
Address2:	
City:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
State:		NN				
Zipcode:						
Country Code:		001				
Phone:		(315) 475-7933				
Phone Ext:						
Email:						
Fax:						
Modified By:		kckemp				
Last Modified:		2008-02-08 10:11:02.210000000				

<u>8</u>	2 of 3	ENE	0.09 / 451.91	379.03 / -29	REGAL HYUNDAI 1000 HIAWATHA BOULEVARD WEST SYRACUSE NY 13204	NY MANIFEST
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RCRA ID:	NYD981562838	Mailing Street 2:	
Handler Name:	REGAL HYUNDAI	Mailing City:	SYRACUSE
Contact Name:	MIKE	Mailing State:	NY
Location State:	NY	Mailing Zip:	13204
Location Zip Ext:		Mailing Zip Extension:	
Location Country:	USA	Mailing Country:	USA
Location County:	ONONDAGA	Business Phone No:	3154753360
Mailing Street 1:	1000 HIAWATHA BOULEVARD WEST		

Manifest Data 1991

Manifest No:	PAC2003433
Sequence No:	01
Generator RCRA ID No:	NYD981562838
Generator Shipped Date:	05/23/1991
TSDf RCRA ID No:	PAD981737109
TSDf Received Date:	05/23/1991
Transporter 1 RCRA ID No:	ILD051060408
Transporter 1 State ID:	PAAH0172
Transporter 1 Received Date:	05/23/1991
Transporter 2 RCRA ID No:	
Transporter 2 State ID:	
Transporter 2 Received Date:	
Number of Containers 1:	001
Type of Container 1:	TT-Cargo tank (tank trucks)
Quantity of Waste 1:	00200
Units of Quantity 1:	G-Gallons (liquids only)
Specific Gravity 1:	01.00
Handling Method 1:	R-Material recovery of more than 75 percent of the total material
Waste Code 1 1:	D008
Waste Code 2 1:	
Waste Code 3 1:	
Waste Code 4 1:	
Waste Code 5 1:	
Number of Containers 2:	
Type of Container 2:	
Quantity of Waste 2:	
Units of Quantity 2:	
Specific Gravity 2:	
Handling Method 2:	
Waste Code 1 2:	
Waste Code 2 2:	
Waste Code 3 2:	
Waste Code 4 2:	
Waste Code 5 2:	
Number of Containers 3:	
Type of Container 3:	
Quantity of Waste 3:	
Units of Quantity 3:	
Specific Gravity 3:	
Handling Method 3:	
Waste Code 1 3:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Waste Code 2 3:
 Waste Code 3 3:
 Waste Code 4 3:
 Waste Code 5 3:
 Number of Containers 4:
 Type of Container 4:
 Quantity of Waste 4:
 Units of Quantity 4:
 Specific Gravity 4:
 Handling Method 4:
 Waste Code 1 4:
 Waste Code 2 4:
 Waste Code 3 4:
 Waste Code 4 4:
 Waste Code 5 4:

Manifest Data 1991

Manifest No: PAC5427446
Sequence No: 01
Generator RCRA ID No: NYD981562838
Generator Shipped Date: 09/24/1991
TSDf RCRA ID No: PAD981737109
TSDf Received Date: 09/24/1991
Transporter 1 RCRA ID No: ILD051060408
Transporter 1 State ID: PAAH0172
Transporter 1 Received Date: 09/24/1991
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Quantity of Waste 1: 00100
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: T-Chemical, physical, or biological treatment
Waste Code 1 1: D008
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Handling Method 4:

Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1992

Manifest No: PAC6841295
Sequence No: 01
Generator RCRA ID No: NYD981562838
Generator Shipped Date: 01/13/1992
TSDf RCRA ID No: PAD981737109
TSDf Received Date: 01/14/1992
Transporter 1 RCRA ID No: ILD051060408
Transporter 1 State ID: PAAH0172
Transporter 1 Received Date: 01/13/1992
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Quantity of Waste 1: 00100
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: T-Chemical, physical, or biological treatment
Waste Code 1 1: D008
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1992

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Manifest No:		PAC8657342				
Sequence No:		01				
Generator RCRA ID No:		NYD981562838				
Generator Shipped Date:		08/20/1992				
TSDF RCRA ID No:		PAD981737109				
TSDF Received Date:		08/20/1992				
Transporter 1 RCRA ID No:		ILD051060408				
Transporter 1 State ID:		PAAH0172				
Transporter 1 Received Date:		08/20/1992				
Transporter 2 RCRA ID No:						
Transporter 2 State ID:						
Transporter 2 Received Date:						
Number of Containers 1:		001				
Type of Container 1:		TT-Cargo tank (tank trucks)				
Quantity of Waste 1:		00120				
Units of Quantity 1:		G-Gallons (liquids only)				
Specific Gravity 1:		01.00				
Handling Method 1:		T-Chemical, physical, or biological treatment				
Waste Code 1 1:		D008				
Waste Code 2 1:						
Waste Code 3 1:						
Waste Code 4 1:						
Waste Code 5 1:						
Number of Containers 2:						
Type of Container 2:						
Quantity of Waste 2:						
Units of Quantity 2:						
Specific Gravity 2:						
Handling Method 2:						
Waste Code 1 2:						
Waste Code 2 2:						
Waste Code 3 2:						
Waste Code 4 2:						
Waste Code 5 2:						
Number of Containers 3:						
Type of Container 3:						
Quantity of Waste 3:						
Units of Quantity 3:						
Specific Gravity 3:						
Handling Method 3:						
Waste Code 1 3:						
Waste Code 2 3:						
Waste Code 3 3:						
Waste Code 4 3:						
Waste Code 5 3:						
Number of Containers 4:						
Type of Container 4:						
Quantity of Waste 4:						
Units of Quantity 4:						
Specific Gravity 4:						
Handling Method 4:						
Waste Code 1 4:						
Waste Code 2 4:						
Waste Code 3 4:						
Waste Code 4 4:						
Waste Code 5 4:						

<u>8</u>	3 of 3	<i>ENE</i>	0.09 / 451.91	379.03 / -29	REGAL BUICK INCORPORATED 1000 WEST HIAWATHA BLVD SYRACUSE NY 13204	NY MANIFEST
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RCRA ID:	NYD981562804	Mailing Street 2:	
Handler Name:	REGAL BUICK INCORPORATED	Mailing City:	SYRACUSE
Contact Name:	REGAL BUICK INCORPORATED	Mailing State:	NY
Location State:	NY	Mailing Zip:	13204
Location Zip Ext:		Mailing Zip Extension:	
Location Country:	USA	Mailing Country:	USA

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Location County:	ONONDAGA				Business Phone No:	3154753181
Mailing Street 1:	1000 WEST HIAWATHA BLVD					

Manifest Data 1987

Manifest No: NYA3571953
Manifest Status: K
Transporter 1 State ID: NYSDECVA0
Transporter 2 State ID:
Generator Shipped Date: 870619
Transporter 1 Received Date: 870619
Transporter 2 Received Date:
TSDF Received Date: 870619
Part A Received Date: 870803
Part B Received Date: 870626
Generator RCRA ID No: NYD981562804
Transporter 1 RCRA ID No: VAD980831580
Transporter 2 RCRA ID No:
TSDF RCRA ID No: NYD043815703
Waste Code 1: F003
Quantity of Waste 1: 00075
Units of Quantity 1: G-Gallons (liquids only)
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Handling Method 1: B-Incineration, heat recovery, burning
Specific Gravity 1: 086
Waste Code 2:
Quantity of Waste 2:
Units of Quantity 2:
Number of Containers 2:
Type of Container 2:
Handling Method 2:
Specific Gravity 2:
Waste Code 3:
Quantity of Waste 3:
Units of Quantity 3:
Number of Containers 3:
Type of Container 3:
Handling Method 3:
Specific Gravity 3:
Waste Code 4:
Quantity of Waste 4:
Units of Quantity 4:
Number of Containers 4:
Type of Container 4:
Handling Method 4:
Specific Gravity 4:
Waste Code 5:
Quantity of Waste 5:
Units of Quantity 5:
Number of Containers 5:
Type of Container 5:
Handling Method 5:
Specific Gravity 5:
Waste Code 6:
Quantity of Waste 6:
Units of Quantity 6:
Number of Containers 6:
Type of Container 6:
Handling Method 6:
Specific Gravity 6:

Manifest Data 1987

Manifest No: NYA3570085
Manifest Status: C
Transporter 1 State ID: NYSDECVA0

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Transporter 2 State ID:		TJ71868(V				
Generator Shipped Date:		870421				
Transporter 1 Received Date:		870421				
Transporter 2 Received Date:						
TSDf Received Date:		870422				
Part A Received Date:		870430				
Part B Received Date:		870430				
Generator RCRA ID No:		NYD981562804				
Transporter 1 RCRA ID No:		VAD980831580				
Transporter 2 RCRA ID No:						
TSDf RCRA ID No:		NYD043815703				
Waste Code 1:		F003				
Quantity of Waste 1:		00390				
Units of Quantity 1:		G-Gallons (liquids only)				
Number of Containers 1:		001				
Type of Container 1:		TT-Cargo tank (tank trucks)				
Handling Method 1:		B-Incineration, heat recovery, burning				
Specific Gravity 1:		086				
Waste Code 2:						
Quantity of Waste 2:						
Units of Quantity 2:						
Number of Containers 2:						
Type of Container 2:						
Handling Method 2:						
Specific Gravity 2:						
Waste Code 3:						
Quantity of Waste 3:						
Units of Quantity 3:						
Number of Containers 3:						
Type of Container 3:						
Handling Method 3:						
Specific Gravity 3:						
Waste Code 4:						
Quantity of Waste 4:						
Units of Quantity 4:						
Number of Containers 4:						
Type of Container 4:						
Handling Method 4:						
Specific Gravity 4:						
Waste Code 5:						
Quantity of Waste 5:						
Units of Quantity 5:						
Number of Containers 5:						
Type of Container 5:						
Handling Method 5:						
Specific Gravity 5:						
Waste Code 6:						
Quantity of Waste 6:						
Units of Quantity 6:						
Number of Containers 6:						
Type of Container 6:						
Handling Method 6:						
Specific Gravity 6:						

Manifest Data 1988

Manifest No:	NYA6640817
Manifest Status:	C
Transporter 1 State ID:	NYAM6504
Transporter 2 State ID:	
Generator Shipped Date:	880415
Transporter 1 Received Date:	880415
Transporter 2 Received Date:	
TSDf Received Date:	880427
Part A Received Date:	880425
Part B Received Date:	880505
Generator RCRA ID No:	NYD981562804
Transporter 1 RCRA ID No:	ILD051060408

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Transporter 2 RCRA ID No:						
TSDf RCRA ID No:			OHD981099401			
Waste Code 1:			F003			
Quantity of Waste 1:			00144			
Units of Quantity 1:			P-Pounds			
Number of Containers 1:			002			
Type of Container 1:			DM-Metal drums, barrels, kegs			
Handling Method 1:			R-Material recovery of more than 75 percent of the total material			
Specific Gravity 1:			100			
Waste Code 2:						
Quantity of Waste 2:						
Units of Quantity 2:						
Number of Containers 2:						
Type of Container 2:						
Handling Method 2:						
Specific Gravity 2:						
Waste Code 3:						
Quantity of Waste 3:						
Units of Quantity 3:						
Number of Containers 3:						
Type of Container 3:						
Handling Method 3:						
Specific Gravity 3:						
Waste Code 4:						
Quantity of Waste 4:						
Units of Quantity 4:						
Number of Containers 4:						
Type of Container 4:						
Handling Method 4:						
Specific Gravity 4:						
Waste Code 5:						
Quantity of Waste 5:						
Units of Quantity 5:						
Number of Containers 5:						
Type of Container 5:						
Handling Method 5:						
Specific Gravity 5:						
Waste Code 6:						
Quantity of Waste 6:						
Units of Quantity 6:						
Number of Containers 6:						
Type of Container 6:						
Handling Method 6:						
Specific Gravity 6:						

Manifest Data 1988

Manifest No:	NYA6486246
Manifest Status:	C
Transporter 1 State ID:	NYAM6504
Transporter 2 State ID:	
Generator Shipped Date:	880316
Transporter 1 Received Date:	880316
Transporter 2 Received Date:	
TSDf Received Date:	880323
Part A Received Date:	880408
Part B Received Date:	880329
Generator RCRA ID No:	NYD981562804
Transporter 1 RCRA ID No:	ILD051060408
Transporter 2 RCRA ID No:	
TSDf RCRA ID No:	OHD981099401
Waste Code 1:	F003
Quantity of Waste 1:	00144
Units of Quantity 1:	P-Pounds
Number of Containers 1:	002
Type of Container 1:	DM-Metal drums, barrels, kegs
Handling Method 1:	R-Material recovery of more than 75 percent of the total material
Specific Gravity 1:	100

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Waste Code 2:
Quantity of Waste 2:
Units of Quantity 2:
Number of Containers 2:
Type of Container 2:
Handling Method 2:
Specific Gravity 2:
Waste Code 3:
Quantity of Waste 3:
Units of Quantity 3:
Number of Containers 3:
Type of Container 3:
Handling Method 3:
Specific Gravity 3:
Waste Code 4:
Quantity of Waste 4:
Units of Quantity 4:
Number of Containers 4:
Type of Container 4:
Handling Method 4:
Specific Gravity 4:
Waste Code 5:
Quantity of Waste 5:
Units of Quantity 5:
Number of Containers 5:
Type of Container 5:
Handling Method 5:
Specific Gravity 5:
Waste Code 6:
Quantity of Waste 6:
Units of Quantity 6:
Number of Containers 6:
Type of Container 6:
Handling Method 6:
Specific Gravity 6:

Manifest Data 1988

Manifest No: NYA7549776
Manifest Status: C
Transporter 1 State ID: P93-064VA
Transporter 2 State ID:
Generator Shipped Date: 880713
Transporter 1 Received Date: 880713
Transporter 2 Received Date:
TSDf Received Date: 880714
Part A Received Date: 880721
Part B Received Date: 880721
Generator RCRA ID No: NYD981562804
Transporter 1 RCRA ID No: VAD980831580
Transporter 2 RCRA ID No:
TSDf RCRA ID No: NYD043815703
Waste Code 1: D001
Quantity of Waste 1: 00130
Units of Quantity 1: G-Gallons (liquids only)
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Handling Method 1: B-Incineration, heat recovery, burning
Specific Gravity 1: 100
Waste Code 2:
Quantity of Waste 2:
Units of Quantity 2:
Number of Containers 2:
Type of Container 2:
Handling Method 2:
Specific Gravity 2:
Waste Code 3:
Quantity of Waste 3:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Units of Quantity 3:
 Number of Containers 3:
 Type of Container 3:
 Handling Method 3:
 Specific Gravity 3:
 Waste Code 4:
 Quantity of Waste 4:
 Units of Quantity 4:
 Number of Containers 4:
 Type of Container 4:
 Handling Method 4:
 Specific Gravity 4:
 Waste Code 5:
 Quantity of Waste 5:
 Units of Quantity 5:
 Number of Containers 5:
 Type of Container 5:
 Handling Method 5:
 Specific Gravity 5:
 Waste Code 6:
 Quantity of Waste 6:
 Units of Quantity 6:
 Number of Containers 6:
 Type of Container 6:
 Handling Method 6:
 Specific Gravity 6:

Manifest Data 1988

Manifest No: NYA5519322
Manifest Status: C
Transporter 1 State ID: NYAM6504
Transporter 2 State ID:
Generator Shipped Date: 880219
Transporter 1 Received Date: 880219
Transporter 2 Received Date:
TSDF Received Date: 880219
Part A Received Date: 880307
Part B Received Date: 880225
Generator RCRA ID No: NYD981562804
Transporter 1 RCRA ID No: NYD000824581
Transporter 2 RCRA ID No:
TSDF RCRA ID No: OHD981099401
Waste Code 1: F003
Quantity of Waste 1: 02484
Units of Quantity 1: P-Pounds
Number of Containers 1: 023
Type of Container 1: DM-Metal drums, barrels, kegs
Handling Method 1: R-Material recovery of more than 75 percent of the total material
Specific Gravity 1: 100
Waste Code 2:
Quantity of Waste 2:
Units of Quantity 2:
Number of Containers 2:
Type of Container 2:
Handling Method 2:
Specific Gravity 2:
Waste Code 3:
Quantity of Waste 3:
Units of Quantity 3:
Number of Containers 3:
Type of Container 3:
Handling Method 3:
Specific Gravity 3:
Waste Code 4:
Quantity of Waste 4:
Units of Quantity 4:
Number of Containers 4:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Type of Container 4:
 Handling Method 4:
 Specific Gravity 4:
 Waste Code 5:
 Quantity of Waste 5:
 Units of Quantity 5:
 Number of Containers 5:
 Type of Container 5:
 Handling Method 5:
 Specific Gravity 5:
 Waste Code 6:
 Quantity of Waste 6:
 Units of Quantity 6:
 Number of Containers 6:
 Type of Container 6:
 Handling Method 6:
 Specific Gravity 6:

Manifest Data 1989

Manifest No: NYA7420842
Manifest Status: K
Transporter 1 State ID: P93-069VA
Transporter 2 State ID:
Generator Shipped Date: 890106
Transporter 1 Received Date: 890106
Transporter 2 Received Date:
TSDf Received Date: 890106
Part A Received Date: 890207
Part B Received Date: 890112
Generator RCRA ID No: NYD981562804
Transporter 1 RCRA ID No: VAD980831580
Transporter 2 RCRA ID No:
TSDf RCRA ID No: NYD043815703
Waste Code 1: D001
Quantity of Waste 1: 00110
Units of Quantity 1: G-Gallons (liquids only)
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Handling Method 1: B-Incineration, heat recovery, burning
Specific Gravity 1: 100
Waste Code 2:
Quantity of Waste 2:
Units of Quantity 2:
Number of Containers 2:
Type of Container 2:
Handling Method 2:
Specific Gravity 2:
Waste Code 3:
Quantity of Waste 3:
Units of Quantity 3:
Number of Containers 3:
Type of Container 3:
Handling Method 3:
Specific Gravity 3:
Waste Code 4:
Quantity of Waste 4:
Units of Quantity 4:
Number of Containers 4:
Type of Container 4:
Handling Method 4:
Specific Gravity 4:
Waste Code 5:
Quantity of Waste 5:
Units of Quantity 5:
Number of Containers 5:
Type of Container 5:
Handling Method 5:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Specific Gravity 5:
Waste Code 6:
Quantity of Waste 6:
Units of Quantity 6:
Number of Containers 6:
Type of Container 6:
Handling Method 6:
Specific Gravity 6:

Manifest Data 1989

Manifest No:	NYA8198829
Manifest Status:	C
Transporter 1 State ID:	P78-064IL
Transporter 2 State ID:	
Generator Shipped Date:	891010
Transporter 1 Received Date:	891010
Transporter 2 Received Date:	
TSDf Received Date:	891012
Part A Received Date:	891020
Part B Received Date:	891017
Generator RCRA ID No:	NYD981562804
Transporter 1 RCRA ID No:	ILD099202681
Transporter 2 RCRA ID No:	
TSDf RCRA ID No:	NYD049836679
Waste Code 1:	F005
Quantity of Waste 1:	00160
Units of Quantity 1:	G-Gallons (liquids only)
Number of Containers 1:	001
Type of Container 1:	TT-Cargo tank (tank trucks)
Handling Method 1:	B-Incineration, heat recovery, burning
Specific Gravity 1:	100
Waste Code 2:	
Quantity of Waste 2:	
Units of Quantity 2:	
Number of Containers 2:	
Type of Container 2:	
Handling Method 2:	
Specific Gravity 2:	
Waste Code 3:	
Quantity of Waste 3:	
Units of Quantity 3:	
Number of Containers 3:	
Type of Container 3:	
Handling Method 3:	
Specific Gravity 3:	
Waste Code 4:	
Quantity of Waste 4:	
Units of Quantity 4:	
Number of Containers 4:	
Type of Container 4:	
Handling Method 4:	
Specific Gravity 4:	
Waste Code 5:	
Quantity of Waste 5:	
Units of Quantity 5:	
Number of Containers 5:	
Type of Container 5:	
Handling Method 5:	
Specific Gravity 5:	
Waste Code 6:	
Quantity of Waste 6:	
Units of Quantity 6:	
Number of Containers 6:	
Type of Container 6:	
Handling Method 6:	
Specific Gravity 6:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Manifest Data 1990

Manifest No: NYB1322766
Sequence No: 01
Generator RCRA ID No: NYD981562804
Generator Shipped Date: 04/25/1990
TSDf RCRA ID No: NYD049836679
TSDf Received Date: 04/27/1990
Transporter 1 RCRA ID No: ILD099202681
Transporter 1 State ID:
Transporter 1 Received Date: 04/25/1990
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Quantity of Waste 1: 00100
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: F005
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1990

Manifest No: NYB1415160
Sequence No: 01
Generator RCRA ID No: NYD981562804
Generator Shipped Date: 11/01/1990
TSDf RCRA ID No: NYD049836679
TSDf Received Date: 11/12/1990

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Transporter 1 RCRA ID No:			ILD099202681			
Transporter 1 State ID:			P487601L			
Transporter 1 Received Date:			11/01/1990			
Transporter 2 RCRA ID No:						
Transporter 2 State ID:						
Transporter 2 Received Date:						
Number of Containers 1:			001			
Type of Container 1:			TT-Cargo tank (tank trucks)			
Quantity of Waste 1:			00090			
Units of Quantity 1:			G-Gallons (liquids only)			
Specific Gravity 1:			00.86			
Handling Method 1:			B-Incineration, heat recovery, burning			
Waste Code 1 1:			F005			
Waste Code 2 1:						
Waste Code 3 1:						
Waste Code 4 1:						
Waste Code 5 1:						
Number of Containers 2:						
Type of Container 2:						
Quantity of Waste 2:						
Units of Quantity 2:						
Specific Gravity 2:						
Handling Method 2:						
Waste Code 1 2:						
Waste Code 2 2:						
Waste Code 3 2:						
Waste Code 4 2:						
Waste Code 5 2:						
Number of Containers 3:						
Type of Container 3:						
Quantity of Waste 3:						
Units of Quantity 3:						
Specific Gravity 3:						
Handling Method 3:						
Waste Code 1 3:						
Waste Code 2 3:						
Waste Code 3 3:						
Waste Code 4 3:						
Waste Code 5 3:						
Number of Containers 4:						
Type of Container 4:						
Quantity of Waste 4:						
Units of Quantity 4:						
Specific Gravity 4:						
Handling Method 4:						
Waste Code 1 4:						
Waste Code 2 4:						
Waste Code 3 4:						
Waste Code 4 4:						
Waste Code 5 4:						

Manifest Data 1991

Manifest No:	PAC2003422
Sequence No:	01
Generator RCRA ID No:	NYD981562804
Generator Shipped Date:	05/23/1991
TSDf RCRA ID No:	PAD981737109
TSDf Received Date:	05/23/1991
Transporter 1 RCRA ID No:	ILD051060408
Transporter 1 State ID:	PAAH0172
Transporter 1 Received Date:	05/23/1991
Transporter 2 RCRA ID No:	
Transporter 2 State ID:	
Transporter 2 Received Date:	
Number of Containers 1:	001
Type of Container 1:	TT-Cargo tank (tank trucks)
Quantity of Waste 1:	00300

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Units of Quantity 1:					G-Gallons (liquids only)	
Specific Gravity 1:				01.00		
Handling Method 1:					R-Material recovery of more than 75 percent of the total material	
Waste Code 1 1:					D008	
Waste Code 2 1:						
Waste Code 3 1:						
Waste Code 4 1:						
Waste Code 5 1:						
Number of Containers 2:						
Type of Container 2:						
Quantity of Waste 2:						
Units of Quantity 2:						
Specific Gravity 2:						
Handling Method 2:						
Waste Code 1 2:						
Waste Code 2 2:						
Waste Code 3 2:						
Waste Code 4 2:						
Waste Code 5 2:						
Number of Containers 3:						
Type of Container 3:						
Quantity of Waste 3:						
Units of Quantity 3:						
Specific Gravity 3:						
Handling Method 3:						
Waste Code 1 3:						
Waste Code 2 3:						
Waste Code 3 3:						
Waste Code 4 3:						
Waste Code 5 3:						
Number of Containers 4:						
Type of Container 4:						
Quantity of Waste 4:						
Units of Quantity 4:						
Specific Gravity 4:						
Handling Method 4:						
Waste Code 1 4:						
Waste Code 2 4:						
Waste Code 3 4:						
Waste Code 4 4:						
Waste Code 5 4:						

Manifest Data 1991

Manifest No:	NYB2497410
Sequence No:	01
Generator RCRA ID No:	NYD981562804
Generator Shipped Date:	11/05/1991
TSDf RCRA ID No:	NYD049836679
TSDf Received Date:	11/07/1991
Transporter 1 RCRA ID No:	ILD099202681
Transporter 1 State ID:	P140051L
Transporter 1 Received Date:	11/05/1991
Transporter 2 RCRA ID No:	
Transporter 2 State ID:	
Transporter 2 Received Date:	
Number of Containers 1:	001
Type of Container 1:	TT-Cargo tank (tank trucks)
Quantity of Waste 1:	00085
Units of Quantity 1:	G-Gallons (liquids only)
Specific Gravity 1:	01.00
Handling Method 1:	B-Incineration, heat recovery, burning
Waste Code 1 1:	F005
Waste Code 2 1:	
Waste Code 3 1:	
Waste Code 4 1:	
Waste Code 5 1:	
Number of Containers 2:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1991

Manifest No: PAC5258455
Sequence No: 01
Generator RCRA ID No: NYD981562804
Generator Shipped Date: 09/24/1991
TSDf RCRA ID No: PAD981737109
TSDf Received Date: 09/24/1991
Transporter 1 RCRA ID No: ILD051060408
Transporter 1 State ID: PAAH0172
Transporter 1 Received Date: 09/24/1991
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Quantity of Waste 1: 00150
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: T-Chemical, physical, or biological treatment
Waste Code 1 1: D008
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1991

Manifest No: NYB2364723
Sequence No: 01
Generator RCRA ID No: NYD981562804
Generator Shipped Date: 05/03/1991
TSDf RCRA ID No: NYD049836679
TSDf Received Date: 05/13/1991
Transporter 1 RCRA ID No: ILD099202681
Transporter 1 State ID: P14005
Transporter 1 Received Date: 05/03/1991
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Quantity of Waste 1: 00155
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: F005
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Waste Code 3 3:
 Waste Code 4 3:
 Waste Code 5 3:
 Number of Containers 4:
 Type of Container 4:
 Quantity of Waste 4:
 Units of Quantity 4:
 Specific Gravity 4:
 Handling Method 4:
 Waste Code 1 4:
 Waste Code 2 4:
 Waste Code 3 4:
 Waste Code 4 4:
 Waste Code 5 4:

Manifest Data 1992

Manifest No: NYB4105683
Sequence No: 01
Generator RCRA ID No: NYD981562804
Generator Shipped Date: 12/28/1992
TSDf RCRA ID No: NYD013277454
TSDf Received Date: 12/28/1992
Transporter 1 RCRA ID No: NYD013277454
Transporter 1 State ID: LZ8441
Transporter 1 Received Date: 12/28/1992
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 003
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00165
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: R-Material recovery of more than 75 percent of the total material
Waste Code 1 1: F003
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1992

Manifest No: PAC5036673
Sequence No: 01
Generator RCRA ID No: NYD981562804
Generator Shipped Date: 03/23/1992
TSDf RCRA ID No: PAD981737109
TSDf Received Date: 03/24/1992
Transporter 1 RCRA ID No: ILD051060408
Transporter 1 State ID:
Transporter 1 Received Date: 03/23/1992
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Quantity of Waste 1: 00300
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: T-Chemical, physical, or biological treatment
Waste Code 1 1: D008
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1992

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Manifest No:			NYB5037309			
Sequence No:			01			
Generator RCRA ID No:			NYD981562804			
Generator Shipped Date:			05/12/1992			
TSDF RCRA ID No:			NYD049836679			
TSDF Received Date:			05/18/1992			
Transporter 1 RCRA ID No:			ILD099202681			
Transporter 1 State ID:			P222951L			
Transporter 1 Received Date:			05/12/1992			
Transporter 2 RCRA ID No:						
Transporter 2 State ID:						
Transporter 2 Received Date:						
Number of Containers 1:			001			
Type of Container 1:			TT-Cargo tank (tank trucks)			
Quantity of Waste 1:			00090			
Units of Quantity 1:			G-Gallons (liquids only)			
Specific Gravity 1:			01.00			
Handling Method 1:			B-Incineration, heat recovery, burning			
Waste Code 1 1:			F005			
Waste Code 2 1:						
Waste Code 3 1:						
Waste Code 4 1:						
Waste Code 5 1:						
Number of Containers 2:						
Type of Container 2:						
Quantity of Waste 2:						
Units of Quantity 2:						
Specific Gravity 2:						
Handling Method 2:						
Waste Code 1 2:						
Waste Code 2 2:						
Waste Code 3 2:						
Waste Code 4 2:						
Waste Code 5 2:						
Number of Containers 3:						
Type of Container 3:						
Quantity of Waste 3:						
Units of Quantity 3:						
Specific Gravity 3:						
Handling Method 3:						
Waste Code 1 3:						
Waste Code 2 3:						
Waste Code 3 3:						
Waste Code 4 3:						
Waste Code 5 3:						
Number of Containers 4:						
Type of Container 4:						
Quantity of Waste 4:						
Units of Quantity 4:						
Specific Gravity 4:						
Handling Method 4:						
Waste Code 1 4:						
Waste Code 2 4:						
Waste Code 3 4:						
Waste Code 4 4:						
Waste Code 5 4:						

Manifest Data 1993

Manifest No:	NYB4105701
Sequence No:	01
Generator RCRA ID No:	NYD981562804
Generator Shipped Date:	01/08/1993
TSDF RCRA ID No:	NYD013277454
TSDF Received Date:	01/08/1993
Transporter 1 RCRA ID No:	NYD013277454
Transporter 1 State ID:	HU7905
Transporter 1 Received Date:	01/08/1993

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Transporter 2 RCRA ID No:						
Transporter 2 State ID:						
Transporter 2 Received Date:						
Number of Containers 1:		002				
Type of Container 1:		DM-Metal drums, barrels, kegs				
Quantity of Waste 1:		00110				
Units of Quantity 1:		G-Gallons (liquids only)				
Specific Gravity 1:		01.00				
Handling Method 1:		R-Material recovery of more than 75 percent of the total material				
Waste Code 1 1:		F003				
Waste Code 2 1:						
Waste Code 3 1:						
Waste Code 4 1:						
Waste Code 5 1:						
Number of Containers 2:						
Type of Container 2:						
Quantity of Waste 2:						
Units of Quantity 2:						
Specific Gravity 2:						
Handling Method 2:						
Waste Code 1 2:						
Waste Code 2 2:						
Waste Code 3 2:						
Waste Code 4 2:						
Waste Code 5 2:						
Number of Containers 3:						
Type of Container 3:						
Quantity of Waste 3:						
Units of Quantity 3:						
Specific Gravity 3:						
Handling Method 3:						
Waste Code 1 3:						
Waste Code 2 3:						
Waste Code 3 3:						
Waste Code 4 3:						
Waste Code 5 3:						
Number of Containers 4:						
Type of Container 4:						
Quantity of Waste 4:						
Units of Quantity 4:						
Specific Gravity 4:						
Handling Method 4:						
Waste Code 1 4:						
Waste Code 2 4:						
Waste Code 3 4:						
Waste Code 4 4:						
Waste Code 5 4:						

Manifest Data 1993

Manifest No:	NYB4289544
Sequence No:	01
Generator RCRA ID No:	NYD981562804
Generator Shipped Date:	10/21/1993
TSDf RCRA ID No:	NYD049836679
TSDf Received Date:	11/01/1993
Transporter 1 RCRA ID No:	ILD099202681
Transporter 1 State ID:	P52019IL
Transporter 1 Received Date:	10/21/1993
Transporter 2 RCRA ID No:	
Transporter 2 State ID:	
Transporter 2 Received Date:	
Number of Containers 1:	001
Type of Container 1:	TT-Cargo tank (tank trucks)
Quantity of Waste 1:	00144
Units of Quantity 1:	G-Gallons (liquids only)
Specific Gravity 1:	01.00
Handling Method 1:	B-Incineration, heat recovery, burning

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Waste Code 1 1:		F005				
Waste Code 2 1:						
Waste Code 3 1:						
Waste Code 4 1:						
Waste Code 5 1:						
Number of Containers 2:						
Type of Container 2:						
Quantity of Waste 2:						
Units of Quantity 2:						
Specific Gravity 2:						
Handling Method 2:						
Waste Code 1 2:						
Waste Code 2 2:						
Waste Code 3 2:						
Waste Code 4 2:						
Waste Code 5 2:						
Number of Containers 3:						
Type of Container 3:						
Quantity of Waste 3:						
Units of Quantity 3:						
Specific Gravity 3:						
Handling Method 3:						
Waste Code 1 3:						
Waste Code 2 3:						
Waste Code 3 3:						
Waste Code 4 3:						
Waste Code 5 3:						
Number of Containers 4:						
Type of Container 4:						
Quantity of Waste 4:						
Units of Quantity 4:						
Specific Gravity 4:						
Handling Method 4:						
Waste Code 1 4:						
Waste Code 2 4:						
Waste Code 3 4:						
Waste Code 4 4:						
Waste Code 5 4:						

Manifest Data 1993

Manifest No:	NYB4107987
Sequence No:	01
Generator RCRA ID No:	NYD981562804
Generator Shipped Date:	05/14/1993
TSDf RCRA ID No:	NYD013277454
TSDf Received Date:	05/14/1993
Transporter 1 RCRA ID No:	NYD013277454
Transporter 1 State ID:	EZ1099
Transporter 1 Received Date:	05/14/1993
Transporter 2 RCRA ID No:	
Transporter 2 State ID:	
Transporter 2 Received Date:	
Number of Containers 1:	002
Type of Container 1:	DM-Metal drums, barrels, kegs
Quantity of Waste 1:	00110
Units of Quantity 1:	G-Gallons (liquids only)
Specific Gravity 1:	01.00
Handling Method 1:	R-Material recovery of more than 75 percent of the total material
Waste Code 1 1:	F003
Waste Code 2 1:	
Waste Code 3 1:	
Waste Code 4 1:	
Waste Code 5 1:	
Number of Containers 2:	
Type of Container 2:	
Quantity of Waste 2:	
Units of Quantity 2:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1994

Manifest No: NYB5195124
Sequence No: 01
Generator RCRA ID No: NYD981562804
Generator Shipped Date: 04/20/1994
TSDF RCRA ID No: OHD093945293
TSDF Received Date: 04/25/1994
Transporter 1 RCRA ID No: ILD099202681
Transporter 1 State ID: P52019IL
Transporter 1 Received Date: 04/20/1994
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Quantity of Waste 1: 00135
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: T-Chemical, physical, or biological treatment
Waste Code 1 1: F003
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Quantity of Waste 3:
 Units of Quantity 3:
 Specific Gravity 3:
 Handling Method 3:
 Waste Code 1 3:
 Waste Code 2 3:
 Waste Code 3 3:
 Waste Code 4 3:
 Waste Code 5 3:
 Number of Containers 4:
 Type of Container 4:
 Quantity of Waste 4:
 Units of Quantity 4:
 Specific Gravity 4:
 Handling Method 4:
 Waste Code 1 4:
 Waste Code 2 4:
 Waste Code 3 4:
 Waste Code 4 4:
 Waste Code 5 4:

Manifest Data 1995

Manifest No: NYB7530534
Sequence No: 01
Generator RCRA ID No: NYD981562804
Generator Shipped Date: 11/15/1995
TSDf RCRA ID No: NYD013277454
TSDf Received Date: 11/15/1995
Transporter 1 RCRA ID No: NYD013277454
Transporter 1 State ID: HU7905
Transporter 1 Received Date: 11/15/1995
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 002
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00110
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: R-Material recovery of more than 75 percent of the total material
Waste Code 1 1: F003
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1995

Manifest No: NYB6678504
Sequence No: 01
Generator RCRA ID No: NYD981562804
Generator Shipped Date: 03/21/1995
TSDf RCRA ID No: NYD013277454
TSDf Received Date: 03/21/1995
Transporter 1 RCRA ID No: NYD013277454
Transporter 1 State ID: AM8365
Transporter 1 Received Date: 03/21/1995
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 002
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00110
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: R-Material recovery of more than 75 percent of the total material
Waste Code 1 1: F003
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Waste Code 4 4:
Waste Code 5 4:

<u>9</u>	1 of 1	S	0.10 / 522.85	427.58 / 19	Spill Number 9913526 109 RANN AVE SYRACUSE NY	NY SPILLS
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Spill No:	9913526	Spill Date:	2000-02-22 12:00:00
Site ID:	180618	Rcvd Date:	2000-02-29 14:24:00
DER Facility ID:	151500	CAC Date:	
CID:	211	Insp Date:	
Program Type:	ER	Close Date:	2003-10-20 00:00:00
SWIS Code:	3415	Create Date:	2000-02-29 00:00:00
Contribute Factor:	Equipment Failure	Update Date:	2003-10-20 00:00:00
Water Body:		DEC Region:	7
Source:	Passenger Vehicle	Lead DEC:	CFMANNES
Class:	D5	Reported by:	Affected Persons
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	43.053260780
After Hours:	False	Longitude(s):	-76.186149220
UST Trust:	False		
Caller Remark:			

CALLER STATES VEHICLE PARK IN FRONT OF HER RESIDENCE AND LEAK MOTOR OIL ONTO ROADWAY - NO CLEAN UP

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM

Spiller Information

Spiller Name:		Spiller Zip:	999
Spiller Company:	UNKNOWN	Spiller Country:	JOAN AUSTIN
Spiller Address:		Contact Name:	(315) 487-6184
Spiller City:		Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	1092064	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	295368	Med GW:	False
Material Code:	0015	Med SW:	False
Material Name:	motor oil	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	1.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

<u>10</u>	1 of 2	WSW	0.11 / 603.15	421.43 / 13	EDCO SALES INC 700 EMERSON AVE SYRACUSE NY 13204	NY MANIFEST
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RCRA ID:	NYR000194738	Mailing Street 2:	
Handler Name:	EDCO SALES INC	Mailing City:	SYRACUSE
Contact Name:	GARY KENT	Mailing State:	NY
Location State:	NY	Mailing Zip:	13204
Location Zip Ext:		Mailing Zip Extension:	
Location Country:	USA	Mailing Country:	USA
Location County:	ONONDAGA	Business Phone No:	3154683849
Mailing Street 1:	700 EMERSON AVE		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Manifest Data 2012

Manifest Tracking No: 005716358FLE
Page No: 1
Item Line No: 1
Gen RCRA ID: NYR000194738
Gen Sign Date: 2012-07-05
TSDf RCRA ID: NYD013277454
TSDf Sign Date: 2012-07-05
Transporter 1 RCRA ID: NYD013277454
Transporter 1 Sign Date: 2012-07-05
Transporter 2 RCRA ID:
Transporter 2 Sign Date:
Import Ind: No
Export Ind: No
Discr Quantity Ind: No
Discr Type Ind: No
Discr Residue Ind: No
Discr Partial Reject Ind: No
Discr Full Reject Ind: No
Manifest Ref No:
Alt Facility RCRA ID:
Alt Facility Sign Date:
No of Containers: 3
Container Type Code: DM-Metal drums, barrels, kegs
Waste Qty: 165
Unit of Measure: G-Gallons (liquids only)
Specific Gravity: 1
Handling Type Code: B-Incineration, heat recovery, burning
Mgmt Method Type Code: H141
Waste Code 1: D001
Waste Code 2: F003
Waste Code 3: F005
Waste Code 4:
Waste Code 5:
Waste Code 6:

Manifest Data 2012

Manifest Tracking No: 005716359FLE
Page No: 1
Item Line No: 1
Gen RCRA ID: NYR000194738
Gen Sign Date: 2012-07-05
TSDf RCRA ID: OHD083377010
TSDf Sign Date: 2012-07-12
Transporter 1 RCRA ID: NYD013277454
Transporter 1 Sign Date: 2012-07-05
Transporter 2 RCRA ID: PAR000504944
Transporter 2 Sign Date: 2012-07-05
Import Ind: No
Export Ind: No
Discr Quantity Ind: No
Discr Type Ind: No
Discr Residue Ind: No
Discr Partial Reject Ind: No
Discr Full Reject Ind: No
Manifest Ref No:
Alt Facility RCRA ID:
Alt Facility Sign Date:
No of Containers: 1
Container Type Code: DF-Fiberboard or plastic drums, barrels, kegs
Waste Qty: 5
Unit of Measure: P-Pounds
Specific Gravity: 1
Handling Type Code: B-Incineration, heat recovery, burning

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Mgmt Method Type Code:		H050				
Waste Code 1:		D001				
Waste Code 2:						
Waste Code 3:						
Waste Code 4:						
Waste Code 5:						
Waste Code 6:						
<u>Manifest Data 2012</u>						
Manifest Tracking No:		005716359FLE				
Page No:		1				
Item Line No:		2				
Gen RCRA ID:		NYR000194738				
Gen Sign Date:		2012-07-05				
TSDf RCRA ID:		OHD083377010				
TSDf Sign Date:		2012-07-12				
Transporter 1 RCRA ID:		NYD013277454				
Transporter 1 Sign Date:		2012-07-05				
Transporter 2 RCRA ID:		PAR000504944				
Transporter 2 Sign Date:		2012-07-05				
Import Ind:		No				
Export Ind:		No				
Discr Quantity Ind:		No				
Discr Type Ind:		No				
Discr Residue Ind:		No				
Discr Partial Reject Ind:		No				
Discr Full Reject Ind:		No				
Manifest Ref No:						
Alt Facility RCRA ID:						
Alt Facility Sign Date:						
No of Containers:		1				
Container Type Code:		DF-Fiberboard or plastic drums, barrels, kegs				
Waste Qty:		5				
Unit of Measure:		G-Gallons (liquids only)				
Specific Gravity:		1				
Handling Type Code:		T-Chemical, physical, or biological treatment				
Mgmt Method Type Code:		H121				
Waste Code 1:		D002				
Waste Code 2:						
Waste Code 3:						
Waste Code 4:						
Waste Code 5:						
Waste Code 6:						

<u>10</u>	2 of 2	WSW	0.11 / 603.15	421.43 / 13	EDCO SALES INC 700 EMERSON AVE SYRACUSE NY 13204	RCRA NON GEN
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EPA Handler ID: NYR000194738
Gen Status Universe: No Report
Contact Name: GARY E KENT
Contact Address: 700, EMERSON AVE, , SYRACUSE, NY, 13204, US
Contact Phone No and Ext: 315-468-3849 203
Contact Email: GARYK@EDCOFILTER.COM
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20121012

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Handler Summary

Full Mailing Info: 700, EMERSON AVE, , SYRACUSE, NY, 13204, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20121012
Handler Name: EDCO SALES INC
Generator Status Universe: No Report
Source Type: I

Waste Code Details

Hazardous Waste Code: D001
Waste Code Description: IGNITABLE WASTE

Hazardous Waste Code: D002
Waste Code Description: CORROSIVE WASTE

Hazardous Waste Code: F003
Waste Code Description: 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.

Hazardous Waste Code: F005
Waste Code Description: 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.

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20120625
Handler Name: EDCO SALES INC
Generator Status Universe: No Report
Source Type: T

Waste Code Details

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Hazardous Waste Code:		D001				
Waste Code Description:		IGNITABLE WASTE				
Hazardous Waste Code:		D002				
Waste Code Description:		CORROSIVE WASTE				
Hazardous Waste Code:		F003				
Waste Code Description:		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.				
Hazardous Waste Code:		F005				
Waste Code Description:		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.				

11	1 of 1	S	0.13 / 692.98	427.58 / 19	C & J OIL SERVICE 523 N LOWELL AVE SYRACUSE NY 13204-1748	RCRA NON GEN
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EPA Handler ID: NYD980641799
Gen Status Universe: No Report
Contact Name:
Contact Address: 446, WILKINSON ST, , SYRACUSE, NY, 13206, US
Contact Phone No and Ext:
Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Full Mailing Info: 446, WILKINSON ST, , SYRACUSE, NY, 13206, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Sequence No: 3
Receive Date: 20070101
Handler Name: C & J OIL SERVICE
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20060101
Handler Name: C & J OIL SERVICE
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19990708
Handler Name: C & J OIL SERVICE
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19820426
Handler Name: C & J OIL SERVICE
Generator Status Universe: No Report
Source Type: N

Waste Code Details

Hazardous Waste Code: D000
Waste Code Description: DESCRIPTION

Hazardous Waste Code: D008
Waste Code Description: LEAD

12	1 of 1	NE	0.16 / 819.61	379.03 / -29	ROMANO SUBARU 960 HIAWATHA BLVD WEST SYRACUSE NY 13204	AST
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Site ID: 46924	Expiry: 2020/02/02
Site Status: Active	County: Onondaga
Program No: 7-600486	UTM X: 403594.25265
Program Type Code: PBS	UTM Y: 4767914.30604
Program Type Desc: Petroleum Bulk Storage Program	
Site Type: Auto Service/Repair (No Gasoline Sales)	

Tank Information

Tank ID: 232752	Prog No: 7-600486
Tank No: 004	Test Method: NN
Tank Status: 1	Registered: True
Tank Status Desc: In Service	Red Tag Start Date:
Tank Model:	Red Tag End Date:
Tank Type: 01	UDC Ind: 1
Tank Type Desc: Steel/Carbon Steel/Iron	Tank Last Test:
Capacity (Gal): 275	Tank Next Test Due:
Pipe Model:	Line Last Test Due:
Install Date: 1986-06-01 00:00:00	Next Line Test Due:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Close Date:					Line Test Method:	
Modified by:	KCKEMP				Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000				Class B Operator:	
Tank Out of Service Date:						
Subpart:	4					
Subpart Desc:	Subpart 4 contains requirements for ASTs (aboveground storage tanks).					
Category:	2					
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015					
Tank Location:	3					
Tank Location Desc:	Aboveground on saddles, legs, stilts, rack or cradle					
Tank Owner Name:	DAVE VITO					
Tank Owner Address:	960 HIAWATHA BLVD WEST SYRACUSE, NY. 13204					

Material Information

Material Code:	0010
Material Name:	hydraulic oil
Percent:	100.00

Equipment Information

Equipment:	H06
Code Name:	Impervious Barrier/Concrete Pad (A/G)
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:	A00
Code Name:	None
Type:	Tank Internal Protection

Equipment:	B01
Code Name:	Painted/Asphalt Coating
Type:	Tank External Protection

Equipment:	E00
Code Name:	None
Type:	Piping Secondary Containment

Equipment:	D00
Code Name:	No Piping
Type:	Pipe Type

Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser

Equipment:	G10
Code Name:	Impervious Underlayment
Type:	Tank Secondary Containment

Equipment:	C00
Code Name:	No Piping
Type:	Pipe Location

Equipment:	L00
Code Name:	None
Type:	Piping Leak Detection

Equipment:	G01
Code Name:	Diking (Aboveground)

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Type: Tank Secondary Containment

Tank Information

Tank ID:	232751	Prog No:	7-600486
Tank No:	003	Test Method:	NN
Tank Status:	1	Registered:	True
Tank Status Desc:	In Service	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	275	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	1986-06-01 00:00:00	Next Line Test Due:	
Close Date:		Line Test Method:	
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:	4		
Subpart Desc:	Subpart 4 contains requirements for ASTs (aboveground storage tanks).		
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	3		
Tank Location Desc:	Aboveground on saddles, legs, stilts, rack or cradle		
Tank Owner Name:	DAVE VITO		
Tank Owner Address:	960 HIAWATHA BLVD WEST SYRACUSE, NY. 13204		

Material Information

Material Code:	0015
Material Name:	motor oil
Percent:	100.00

Equipment Information

Equipment:	C00
Code Name:	No Piping
Type:	Pipe Location
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
Equipment:	G01
Code Name:	Diking (Aboveground)
Type:	Tank Secondary Containment
Equipment:	G10
Code Name:	Impervious Underlayment
Type:	Tank Secondary Containment
Equipment:	D00
Code Name:	No Piping
Type:	Pipe Type
Equipment:	L00
Code Name:	None
Type:	Piping Leak Detection
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
Equipment:	E00
Code Name:	None

Type: Piping Secondary Containment

Equipment: B01
Code Name: Painted/Asphalt Coating
Type: Tank External Protection

Equipment: H06
Code Name: Impervious Barrier/Concrete Pad (A/G)
Type: Tank Leak Detection

Equipment: I04
Code Name: Product Level Gauge (A/G)
Type: Overfill

Equipment: A00
Code Name: None
Type: Tank Internal Protection

Tank Information

Tank ID:	137863	Prog No:	7-600486
Tank No:	001	Test Method:	NN
Tank Status:	1	Registered:	True
Tank Status Desc:	In Service	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	500	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	1986-06-01 00:00:00	Next Line Test Due:	
Close Date:		Line Test Method:	
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:	4		
Subpart Desc:	Subpart 4 contains requirements for ASTs (aboveground storage tanks).		
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	3		
Tank Location Desc:	Aboveground on saddles, legs, stilts, rack or cradle		
Tank Owner Name:	DAVE VITO		
Tank Owner Address:	960 HIAWATHA BLVD WEST SYRACUSE, NY. 13204		

Material Information

Material Code: 0022
Material Name: waste oil/used oil
Percent: 100.00

Equipment Information

Equipment: I04
Code Name: Product Level Gauge (A/G)
Type: Overfill

Equipment: C01
Code Name: Aboveground
Type: Pipe Location

Equipment: A00
Code Name: None
Type: Tank Internal Protection

Equipment: H06
Code Name: Impervious Barrier/Concrete Pad (A/G)

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Type:		Tank Leak Detection				
Equipment:		G01				
Code Name:		Diking (Aboveground)				
Type:		Tank Secondary Containment				
Equipment:		E00				
Code Name:		None				
Type:		Piping Secondary Containment				
Equipment:		L00				
Code Name:		None				
Type:		Piping Leak Detection				
Equipment:		B01				
Code Name:		Painted/Asphalt Coating				
Type:		Tank External Protection				
Equipment:		D01				
Code Name:		Steel/Carbon Steel/Iron				
Type:		Pipe Type				
Equipment:		F01				
Code Name:		Painted/Asphalt Coating				
Type:		Pipe External Protection				
Equipment:		J02				
Code Name:		Suction Dispenser				
Type:		Dispenser				

Tank Information

Tank ID:	232753	Prog No:	7-600486
Tank No:	005	Test Method:	NN
Tank Status:	1	Registered:	True
Tank Status Desc:	In Service	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	250	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	2010-01-01 00:00:00	Next Line Test Due:	
Close Date:		Line Test Method:	
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:	4		
Subpart Desc:	Subpart 4 contains requirements for ASTs (aboveground storage tanks).		
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	2		
Tank Location Desc:	Aboveground-contact w/ impervious barrier		
Tank Owner Name:	DAVE VITO		
Tank Owner Address:	960 HIAWATHA BLVD WEST SYRACUSE, NY. 13204		

Material Information

Material Code:	2642
Material Name:	used oil (heating, on-site consumption)
Percent:	100.00

Equipment Information

Equipment:	B01
Code Name:	Painted/Asphalt Coating

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev/Diff (ft)</i>	<i>Site</i>	<i>DB</i>
<i>Type:</i>			Tank External Protection			
<i>Equipment:</i>			H06			
<i>Code Name:</i>			Impervious Barrier/Concrete Pad (A/G)			
<i>Type:</i>			Tank Leak Detection			
<i>Equipment:</i>			D10			
<i>Code Name:</i>			Copper			
<i>Type:</i>			Pipe Type			
<i>Equipment:</i>			A00			
<i>Code Name:</i>			None			
<i>Type:</i>			Tank Internal Protection			
<i>Equipment:</i>			G09			
<i>Code Name:</i>			Modified Double-Walled (Aboveground)			
<i>Type:</i>			Tank Secondary Containment			
<i>Equipment:</i>			I04			
<i>Code Name:</i>			Product Level Gauge (A/G)			
<i>Type:</i>			Overfill			
<i>Equipment:</i>			F01			
<i>Code Name:</i>			Painted/Asphalt Coating			
<i>Type:</i>			Pipe External Protection			
<i>Equipment:</i>			L00			
<i>Code Name:</i>			None			
<i>Type:</i>			Piping Leak Detection			
<i>Equipment:</i>			E01			
<i>Code Name:</i>			Diking (AG only)			
<i>Type:</i>			Piping Secondary Containment			
<i>Equipment:</i>			J02			
<i>Code Name:</i>			Suction Dispenser			
<i>Type:</i>			Dispenser			
<i>Equipment:</i>			C01			
<i>Code Name:</i>			Aboveground			
<i>Type:</i>			Pipe Location			

Tank Information

Tank ID:	232750	Prog No:	7-600486
Tank No:	002	Test Method:	NN
Tank Status:	1	Registered:	True
Tank Status Desc:	In Service	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	275	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	1986-06-01 00:00:00	Next Line Test Due:	
Close Date:		Line Test Method:	
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:	4		
Subpart Desc:	Subpart 4 contains requirements for ASTs (aboveground storage tanks).		
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	3		
Tank Location Desc:	Aboveground on saddles, legs, stilts, rack or cradle		
Tank Owner Name:	DAVE VITO		
Tank Owner Address:	960 HIAWATHA BLVD WEST SYRACUSE, NY. 13204		

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev/Diff (ft)</i>	<i>Site</i>	<i>DB</i>
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Material Information

Material Code: 0015
Material Name: motor oil
Percent: 100.00

Equipment Information

Equipment: L00
Code Name: None
Type: Piping Leak Detection

Equipment: C00
Code Name: No Piping
Type: Pipe Location

Equipment: F00
Code Name: None
Type: Pipe External Protection

Equipment: A00
Code Name: None
Type: Tank Internal Protection

Equipment: B01
Code Name: Painted/Asphalt Coating
Type: Tank External Protection

Equipment: I04
Code Name: Product Level Gauge (A/G)
Type: Overfill

Equipment: G01
Code Name: Diking (Aboveground)
Type: Tank Secondary Containment

Equipment: G10
Code Name: Impervious Underlayment
Type: Tank Secondary Containment

Equipment: D00
Code Name: No Piping
Type: Pipe Type

Equipment: J02
Code Name: Suction Dispenser
Type: Dispenser

Equipment: E00
Code Name: None
Type: Piping Secondary Containment

Equipment: H06
Code Name: Impervious Barrier/Concrete Pad (A/G)
Type: Tank Leak Detection

Affiliation Information

Affiliation Type: 07
Affiliation Name: Mail Contact
Affiliation Sub Type: NNN
Company: ROMANO SUBARU
Contact Title:
Contact Name: DAVID VITO
Address1: 960 WEST HIAWATHA BLVD
Address2:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
City:		SYRACUSE				
State:		NY				
Zipcode:		13204				
Country Code:		001				
Phone:		(315) 475-3365				
Phone Ext:						
Email:						
Fax:						
Modified By:		KCKEMP				
Last Modified:		2016-06-08 14:39:34.753000000				

Affiliation Information

Affiliation Type: 01
Affiliation Name: Facility Owner
Affiliation Sub Type: E
Company: HIAWATHA ASSOCIATES LLC
Contact Title: PRESIDENT
Contact Name: DAVID ROMANO
Address1: 960 WEST HIAWATHA BLVD
Address2:
City: SYRACUSE
State: NY
Zipcode: 13204
Country Code: 001
Phone: (315) 475-3365
Phone Ext:
Email:
Fax:
Modified By: KCKEMP
Last Modified: 2015-02-05 13:47:28.290000000

Affiliation Information

Affiliation Type: 04
Affiliation Name: Facility Operator
Affiliation Sub Type: NNN
Company: ROMANO SUBARU
Contact Title:
Contact Name: DAVID ROMANO
Address1:
Address2:
City:
State: NN
Zipcode:
Country Code: 001
Phone: (315) 475-3365
Phone Ext:
Email:
Fax:
Modified By: KCKEMP
Last Modified: 2010-02-02 10:13:10.633000000

Affiliation Information

Affiliation Type: 11
Affiliation Name: Emergency Contact
Affiliation Sub Type: NNN
Company: DAVID ROMANO
Contact Title:
Contact Name: DAVID ROMANO
Address1:
Address2:
City:
State: NN

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Zipcode: Country Code: 999 Phone: (315) 475-3365 Phone Ext: Email: Fax: Modified By: KCKEMP Last Modified: 2010-02-02 10:13:10.633000000						

13	1 of 2	SE	0.16 / 828.35	405.98 / -2	MONRO MUFFLER/BRAKE #47 1335 ERIE BLVD W SYRACUSE NY 13204	AST
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Site ID:	46933	Expiry:	N/A
Site Status:	Unregulated/Closed	County:	Onondaga
Program No:	7-600495	UTM X:	403806.75001
Program Type Code:	PBS	UTM Y:	4767179.17145
Program Type Desc:	Petroleum Bulk Storage Program		
Site Type:	Other Wholesale/Retail Sales		

Tank Information

Tank ID:	137873	Prog No:	7-600495
Tank No:	001	Test Method:	NN
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	250	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	1989-11-01 00:00:00	Next Line Test Due:	
Close Date:	2001-04-28 00:00:00	Line Test Method:	
Modified by:	KCKemp	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	2		
Tank Location Desc:	Aboveground-contact w/ impervious barrier		
Tank Owner Name:			
Tank Owner Address:			

Material Information

Material Code:	0022
Material Name:	waste oil/used oil
Percent:	100.00

Equipment Information

Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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:		L09				
Code Name:		Exempt Suction Piping				
Type:		Piping Leak Detection				
Equipment:		C00				
Code Name:		No Piping				
Type:		Pipe Location				
Equipment:		B01				
Code Name:		Painted/Asphalt Coating				
Type:		Tank External Protection				
Equipment:		D00				
Code Name:		No Piping				
Type:		Pipe Type				

Affiliation Information

Affiliation Type: 01
Affiliation Name: Facility Owner
Affiliation Sub Type: E
Company: MONRO MUFFLER BRAKE, INC.
Contact Title: DIRECTOR OF FACILITIES
Contact Name: TOM GIANNONE
Address1: 200 HOLLEDER PKWY.
Address2:
City: ROCHESTER
State: NY
Zipcode: 14615-3808
Country Code: 001
Phone: (716) 647-6400
Phone Ext:
Email:
Fax:
Modified By: KCKemp
Last Modified: 2006-09-01 14:13:01.560000000

Affiliation Information

Affiliation Type: 04
Affiliation Name: Facility Operator
Affiliation Sub Type: NNN
Company: MONRO MUFFLER/BRAKE #47
Contact Title:
Contact Name: MONRO MUFFLER BRAKE
Address1:
Address2:
City:
State: NN
Zipcode:
Country Code: 001
Phone: (315) 424-0902
Phone Ext:
Email:
Fax:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Modified By: TRANSLAT
 Last Modified: 2004-03-04 12:31:50.937000000

Affiliation Information

Affiliation Type: 07
 Affiliation Name: Mail Contact
 Affiliation Sub Type: NNN
 Company: MONRO MUFFLER BRAKE, INC.
 Contact Title:
 Contact Name: ENV. COMPLIANCE OFFICIAL
 Address1: 200 HOLLEDER PKWY.
 Address2:
 City: ROCHESTER
 State: NY
 Zipcode: 14615-3808
 Country Code: 001
 Phone: (716) 647-6400
 Phone Ext:
 Email:
 Fax:
 Modified By: TRANSLAT
 Last Modified: 2004-03-04 12:31:50.873000000

Affiliation Information

Affiliation Type: 11
 Affiliation Name: Emergency Contact
 Affiliation Sub Type: NNN
 Company: MONRO MUFFLER BRAKE, INC.
 Contact Title:
 Contact Name: TOM GIANNONE
 Address1:
 Address2:
 City:
 State: NN
 Zipcode:
 Country Code: 999
 Phone: (716) 647-6400
 Phone Ext:
 Email:
 Fax:
 Modified By: JCKANE
 Last Modified: 2016-02-29 09:19:30.877000000

13	2 of 2	SE	0.16 / 828.35	405.98 / -2	MONRO MUFFLER BRAKE #47 1335 ERIE BLVD W SYRACUSE NY 13204-2755	RCRA NON GEN
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EPA Handler ID: NYD982740466
 Gen Status Universe: No Report
 Contact Name:
 Contact Address: PO BOX 22720, , ROCHESTER, NY, 14692, US
 Contact Phone No and Ext:
 Contact Email:
 Contact Country: US
 County Name: ONONDAGA
 EPA Region: 02
 Land Type:
 Receive Date: 20070101

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Handler Summary

Full Mailing Info: PO BOX 22720, , ROCHESTER, NY, 14692, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20070101
Handler Name: MONRO MUFFLER BRAKE #47
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20060101
Handler Name: MONRO MUFFLER BRAKE #47
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19990708
Handler Name: MONRO MUFFLER BRAKE #47
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19890407
Handler Name: MONRO MUFFLER BRAKE #47
Generator Status Universe: No Report
Source Type: N

Waste Code Details

Hazardous Waste Code: D000
Waste Code Description: DESCRIPTION

Hazardous Waste Code: D001
Waste Code Description: IGNITABLE WASTE

Hazardous Waste Code: X001
Waste Code Description: DESCRIPTION

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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14	1 of 6	NE	0.18 / 934.27	379.03 / -29	SUMMIT DODGE 959 HIAWATHA BLVD WEST SYRACUSE NY 13204	AST
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Site ID:	45805	Expiry:	2019/07/02
Site Status:	Active	County:	Onondaga
Program No:	7-429198	UTM X:	403710.93026
Program Type Code:	PBS	UTM Y:	4767795.92324
Program Type Desc:	Petroleum Bulk Storage Program		
Site Type:	Auto Service/Repair (No Gasoline Sales)		

Tank Information

Tank ID:	251953	Prog No:	7-429198
Tank No:	07	Test Method:	NN
Tank Status:	1	Registered:	True
Tank Status Desc:	In Service	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	0
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	275	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	2010-11-01 00:00:00	Next Line Test Due:	
Close Date:		Line Test Method:	
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:	4		
Subpart Desc:	Subpart 4 contains requirements for ASTs (aboveground storage tanks).		
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	3		
Tank Location Desc:	Aboveground on saddles, legs, stilts, rack or cradle		
Tank Owner Name:	DOUGLAS TUTTLE		
Tank Owner Address:	2634 EAST LAKE RD SKANEATELES, NY. 13152-9030		

Material Information

Material Code:	2642
Material Name:	used oil (heating, on-site consumption)
Percent:	100.00

Equipment Information

Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
Equipment:	B01
Code Name:	Painted/Asphalt Coating
Type:	Tank External Protection
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
Equipment:	D01
Code Name:	Steel/Carbon Steel/Iron
Type:	Pipe Type
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Equipment:		C01				
Code Name:		Aboveground				
Type:		Pipe Location				
Equipment:		H06				
Code Name:		Impervious Barrier/Concrete Pad (A/G)				
Type:		Tank Leak Detection				
Equipment:		I04				
Code Name:		Product Level Gauge (A/G)				
Type:		Overfill				
Equipment:		L00				
Code Name:		None				
Type:		Piping Leak Detection				
Equipment:		G00				
Code Name:		None				
Type:		Tank Secondary Containment				
Equipment:		E00				
Code Name:		None				
Type:		Piping Secondary Containment				

Tank Information

Tank ID:	137634	Prog No:	7-429198
Tank No:	003	Test Method:	NN
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	330	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	1990-10-01 00:00:00	Next Line Test Due:	
Close Date:		Line Test Method:	
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	1		
Tank Location Desc:	Aboveground-contact w/ soil		
Tank Owner Name:			
Tank Owner Address:			

Material Information

Material Code:	0022
Material Name:	waste oil/used oil
Percent:	100.00

Equipment Information

Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Equipment:		C00				
Code Name:		No Piping				
Type:		Pipe Location				
Equipment:		I00				
Code Name:		None				
Type:		Overfill				
Equipment:		B00				
Code Name:		None				
Type:		Tank External Protection				
Equipment:		J02				
Code Name:		Suction Dispenser				
Type:		Dispenser				
Equipment:		L09				
Code Name:		Exempt Suction Piping				
Type:		Piping Leak Detection				
Equipment:		H00				
Code Name:		None				
Type:		Tank Leak Detection				
Equipment:		F00				
Code Name:		None				
Type:		Pipe External Protection				
Equipment:		D00				
Code Name:		No Piping				
Type:		Pipe Type				

Tank Information

Tank ID:	137400	Prog No:	7-429198
Tank No:	002	Test Method:	NN
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	250	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	1987-01-01 00:00:00	Next Line Test Due:	
Close Date:	1996-05-01 00:00:00	Line Test Method:	
Modified by:	TRANSLAT	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	1		
Tank Location Desc:	Aboveground-contact w/ soil		
Tank Owner Name:			
Tank Owner Address:			

Material Information

Material Code:	0022
Material Name:	waste oil/used oil
Percent:	100.00

Equipment Information

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Equipment:		G00				
Code Name:		None				
Type:		Tank Secondary Containment				
Equipment:		J02				
Code Name:		Suction Dispenser				
Type:		Dispenser				
Equipment:		C00				
Code Name:		No Piping				
Type:		Pipe Location				
Equipment:		I01				
Code Name:		Float Vent Valve				
Type:		Overfill				
Equipment:		F00				
Code Name:		None				
Type:		Pipe External Protection				
Equipment:		A00				
Code Name:		None				
Type:		Tank Internal Protection				
Equipment:		B01				
Code Name:		Painted/Asphalt Coating				
Type:		Tank External Protection				
Equipment:		H00				
Code Name:		None				
Type:		Tank Leak Detection				
Equipment:		D00				
Code Name:		No Piping				
Type:		Pipe Type				

Tank Information

Tank ID:	229174	Prog No:	7-429198
Tank No:	05	Test Method:	NN
Tank Status:	1	Registered:	True
Tank Status Desc:	In Service	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	275	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	2008-12-01 00:00:00	Next Line Test Due:	
Close Date:		Line Test Method:	
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:	4		
Subpart Desc:	Subpart 4 contains requirements for ASTs (aboveground storage tanks).		
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	3		
Tank Location Desc:	Aboveground on saddles, legs, stilts, rack or cradle		
Tank Owner Name:	DOUGLAS TUTTLE		
Tank Owner Address:	2634 EAST LAKE RD SKANEATELES, NY. 13152-9030		

Material Information

Material Code:	0015
Material Name:	motor oil
Percent:	100.00

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Equipment Information

Equipment:	I04
Code Name:	Product Level Gauge (A/G)
Type:	Overfill
Equipment:	G01
Code Name:	Diking (Aboveground)
Type:	Tank Secondary Containment
Equipment:	H06
Code Name:	Impervious Barrier/Concrete Pad (A/G)
Type:	Tank Leak Detection
Equipment:	D01
Code Name:	Steel/Carbon Steel/Iron
Type:	Pipe Type
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
Equipment:	C01
Code Name:	Aboveground
Type:	Pipe Location
Equipment:	B01
Code Name:	Painted/Asphalt Coating
Type:	Tank External Protection
Equipment:	L00
Code Name:	None
Type:	Piping Leak Detection
Equipment:	E00
Code Name:	None
Type:	Piping Secondary Containment
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection

Tank Information

Tank ID:	229170	Prog No:	7-429198
Tank No:	01	Test Method:	NN
Tank Status:	1	Registered:	True
Tank Status Desc:	In Service	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	0
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	500	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	2008-12-01 00:00:00	Next Line Test Due:	
Close Date:		Line Test Method:	
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:	4		
Subpart Desc:	Subpart 4 contains requirements for ASTs (aboveground storage tanks).		
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	3		

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev/Diff (ft)</i>	<i>Site</i>	<i>DB</i>
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Tank Location Desc: Aboveground on saddles, legs, stilts, rack or cradle
Tank Owner Name: DOUGLAS TUTTLE
Tank Owner Address: 2634 EAST LAKE RD SKANEATELES, NY. 13152-9030

Material Information

Material Code: 0022
Material Name: waste oil/used oil
Percent: 100.00

Equipment Information

Equipment: B01
Code Name: Painted/Asphalt Coating
Type: Tank External Protection

Equipment: D01
Code Name: Steel/Carbon Steel/Iron
Type: Pipe Type

Equipment: J02
Code Name: Suction Dispenser
Type: Dispenser

Equipment: C01
Code Name: Aboveground
Type: Pipe Location

Equipment: H06
Code Name: Impervious Barrier/Concrete Pad (A/G)
Type: Tank Leak Detection

Equipment: L00
Code Name: None
Type: Piping Leak Detection

Equipment: F00
Code Name: None
Type: Pipe External Protection

Equipment: G00
Code Name: None
Type: Tank Secondary Containment

Equipment: A00
Code Name: None
Type: Tank Internal Protection

Equipment: E00
Code Name: None
Type: Piping Secondary Containment

Equipment: I03
Code Name: Automatic Shut-Off
Type: Overfill

Tank Information

Tank ID: 229171	Prog No: 7-429198
Tank No: 02	Test Method: NN
Tank Status: 1	Registered: True
Tank Status Desc: In Service	Red Tag Start Date:
Tank Model:	Red Tag End Date:
Tank Type: 01	UDC Ind: 0
Tank Type Desc: Steel/Carbon Steel/Iron	Tank Last Test:

Capacity (Gal):	250				Tank Next Test Due:	
Pipe Model:					Line Last Test Due:	
Install Date:	2008-12-01 00:00:00				Next Line Test Due:	
Close Date:					Line Test Method:	
Modified by:	KCKEMP				Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000				Class B Operator:	
Tank Out of Service Date:						
Subpart:	4					
Subpart Desc:	Subpart 4 contains requirements for ASTs (aboveground storage tanks).					
Category:	2					
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015					
Tank Location:	3					
Tank Location Desc:	Aboveground on saddles, legs, stilts, rack or cradle					
Tank Owner Name:	DOUGLAS TUTTLE					
Tank Owner Address:	2634 EAST LAKE RD SKANEATELES, NY. 13152-9030					

Material Information

Material Code:	2642
Material Name:	used oil (heating, on-site consumption)
Percent:	100.00

Equipment Information

Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection

Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser

Equipment:	I04
Code Name:	Product Level Gauge (A/G)
Type:	Overfill

Equipment:	B01
Code Name:	Painted/Asphalt Coating
Type:	Tank External Protection

Equipment:	D01
Code Name:	Steel/Carbon Steel/Iron
Type:	Pipe Type

Equipment:	H06
Code Name:	Impervious Barrier/Concrete Pad (A/G)
Type:	Tank Leak Detection

Equipment:	E00
Code Name:	None
Type:	Piping Secondary Containment

Equipment:	C01
Code Name:	Aboveground
Type:	Pipe Location

Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment

Equipment:	F00
Code Name:	None
Type:	Pipe External Protection

Equipment:	L00
Code Name:	None
Type:	Piping Leak Detection

Tank Information

Tank ID:	229175	Prog No:	7-429198
Tank No:	06	Test Method:	NN
Tank Status:	1	Registered:	True
Tank Status Desc:	In Service	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	275	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	2008-12-01 00:00:00	Next Line Test Due:	
Close Date:		Line Test Method:	
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:	4		
Subpart Desc:	Subpart 4 contains requirements for ASTs (aboveground storage tanks).		
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	3		
Tank Location Desc:	Aboveground on saddles, legs, stilts, rack or cradle		
Tank Owner Name:	DOUGLAS TUTTLE		
Tank Owner Address:	2634 EAST LAKE RD SKANEATELES, NY. 13152-9030		

Material Information

Material Code:	0015
Material Name:	motor oil
Percent:	100.00

Equipment Information

Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
Equipment:	E00
Code Name:	None
Type:	Piping Secondary Containment
Equipment:	H06
Code Name:	Impervious Barrier/Concrete Pad (A/G)
Type:	Tank Leak Detection
Equipment:	L00
Code Name:	None
Type:	Piping Leak Detection
Equipment:	B01
Code Name:	Painted/Asphalt Coating
Type:	Tank External Protection
Equipment:	I04
Code Name:	Product Level Gauge (A/G)
Type:	Overfill
Equipment:	D01
Code Name:	Steel/Carbon Steel/Iron
Type:	Pipe Type
Equipment:	C01
Code Name:	Aboveground
Type:	Pipe Location

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Equipment: G01
Code Name: Diking (Aboveground)
Type: Tank Secondary Containment

Equipment: A00
Code Name: None
Type: Tank Internal Protection

Equipment: J02
Code Name: Suction Dispenser
Type: Dispenser

Tank Information

Tank ID:	229173	Prog No:	7-429198
Tank No:	04	Test Method:	NN
Tank Status:	1	Registered:	True
Tank Status Desc:	In Service	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	275	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	2008-12-01 00:00:00	Next Line Test Due:	
Close Date:		Line Test Method:	
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:	4		
Subpart Desc:	Subpart 4 contains requirements for ASTs (aboveground storage tanks).		
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	3		
Tank Location Desc:	Aboveground on saddles, legs, stilts, rack or cradle		
Tank Owner Name:	DOUGLAS TUTTLE		
Tank Owner Address:	2634 EAST LAKE RD SKANEATELES, NY. 13152-9030		

Material Information

Material Code: 0021
Material Name: transmission fluid
Percent: 100.00

Equipment Information

Equipment: C01
Code Name: Aboveground
Type: Pipe Location

Equipment: J02
Code Name: Suction Dispenser
Type: Dispenser

Equipment: E00
Code Name: None
Type: Piping Secondary Containment

Equipment: F00
Code Name: None
Type: Pipe External Protection

Equipment: B01
Code Name: Painted/Asphalt Coating
Type: Tank External Protection

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev/Diff (ft)</i>	<i>Site</i>	<i>DB</i>
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Equipment: G01
Code Name: Diking (Aboveground)
Type: Tank Secondary Containment

Equipment: L00
Code Name: None
Type: Piping Leak Detection

Equipment: A00
Code Name: None
Type: Tank Internal Protection

Equipment: D01
Code Name: Steel/Carbon Steel/Iron
Type: Pipe Type

Equipment: H06
Code Name: Impervious Barrier/Concrete Pad (A/G)
Type: Tank Leak Detection

Equipment: I04
Code Name: Product Level Gauge (A/G)
Type: Overfill

Tank Information

Tank ID:	229172	Prog No:	7-429198
Tank No:	03	Test Method:	NN
Tank Status:	1	Registered:	True
Tank Status Desc:	In Service	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	275	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	2008-12-01 00:00:00	Next Line Test Due:	
Close Date:		Line Test Method:	
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:	4		
Subpart Desc:	Subpart 4 contains requirements for ASTs (aboveground storage tanks).		
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	3		
Tank Location Desc:	Aboveground on saddles, legs, stilts, rack or cradle		
Tank Owner Name:	DOUGLAS TUTTLE		
Tank Owner Address:	2634 EAST LAKE RD SKANEATELES, NY. 13152-9030		

Material Information

Material Code: 0015
Material Name: motor oil
Percent: 100.00

Equipment Information

Equipment: F00
Code Name: None
Type: Pipe External Protection

Equipment: J02
Code Name: Suction Dispenser
Type: Dispenser

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev/Diff (ft)</i>	<i>Site</i>	<i>DB</i>
<i>Equipment:</i>		L00				
<i>Code Name:</i>		None				
<i>Type:</i>		Piping Leak Detection				
<i>Equipment:</i>		A00				
<i>Code Name:</i>		None				
<i>Type:</i>		Tank Internal Protection				
<i>Equipment:</i>		G01				
<i>Code Name:</i>		Diking (Aboveground)				
<i>Type:</i>		Tank Secondary Containment				
<i>Equipment:</i>		D01				
<i>Code Name:</i>		Steel/Carbon Steel/Iron				
<i>Type:</i>		Pipe Type				
<i>Equipment:</i>		C01				
<i>Code Name:</i>		Aboveground				
<i>Type:</i>		Pipe Location				
<i>Equipment:</i>		I04				
<i>Code Name:</i>		Product Level Gauge (A/G)				
<i>Type:</i>		Overfill				
<i>Equipment:</i>		H06				
<i>Code Name:</i>		Impervious Barrier/Concrete Pad (A/G)				
<i>Type:</i>		Tank Leak Detection				
<i>Equipment:</i>		B01				
<i>Code Name:</i>		Painted/Asphalt Coating				
<i>Type:</i>		Tank External Protection				
<i>Equipment:</i>		E00				
<i>Code Name:</i>		None				
<i>Type:</i>		Piping Secondary Containment				

Affiliation Information

Affiliation Type: 11
Affiliation Name: Emergency Contact
Affiliation Sub Type: NNN
Company: TDK3
Contact Title:
Contact Name: JASON BAGOZZI
Address1:
Address2:
City:
State: NN
Zipcode:
Country Code: 999
Phone: (315) 474-4855
Phone Ext:
Email:
Fax:
Modified By: KCKEMP
Last Modified: 2009-07-02 11:25:27.127000000

Affiliation Information

Affiliation Type: 04
Affiliation Name: Facility Operator
Affiliation Sub Type: NNN
Company: SUMMIT DODGE
Contact Title:
Contact Name: JASON BAGOZZI
Address1:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Address2:
City:
State: NN
Zipcode:
Country Code: 001
Phone: (315) 474-4855
Phone Ext:
Email:
Fax:
Modified By: KCKEMP
Last Modified: 2009-07-02 11:25:27.127000000

Affiliation Information

Affiliation Type: 07
Affiliation Name: Mail Contact
Affiliation Sub Type: NNN
Company: SUMMIT DODGE
Contact Title:
Contact Name: JASON BAGOZZI
Address1: 959 HIAWATHA BLVD WEST
Address2:
City: SYRACUSE
State: NY
Zipcode: 13204
Country Code: 001
Phone: (315) 474-4855
Phone Ext:
Email: JBAGOZZI@SUMMITCARS.COM
Fax:
Modified By: KCKEMP
Last Modified: 2014-05-12 12:55:34.940000000

Affiliation Information

Affiliation Type: 01
Affiliation Name: Facility Owner
Affiliation Sub Type: E
Company: BOUKAIR REALTY LLC
Contact Title: OFFICE MANAGER
Contact Name: DOUGLAS TUTTLE
Address1: 2634 EAST LAKE RD
Address2:
City: SKANEATELES
State: NY
Zipcode: 13152-9030
Country Code: 001
Phone: (315) 685-9168
Phone Ext:
Email:
Fax:
Modified By: KCKEMP
Last Modified: 2014-05-12 12:55:34.927000000

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NE

0.18 /
934.27

379.03 /
-29

CARBONE PONTIAC
959 W HIAWATHA BLVD
SYRACUSE NY

LST

Spill No: 8710049
Site ID: 178811
DER Facility ID: 150128
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Tank Test Failure
Water Body:

Spill Date: 1988-02-29 16:45:00
Rcvd Date: 1988-02-29 17:13:00
CAC Date: 1988-04-15 00:00:00
Insp Date:
Close Date: 1988-04-15 00:00:00
Create Date: 1988-03-09 00:00:00
Update Date: 1988-04-21 00:00:00
DEC Region: 7

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Source:	Commercial/Industrial	Lead DEC:	AJMARSCH
Class:		Reported by:	Tank Tester
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude:	43.056810340
After Hours:	True	Longitude:	-76.183381000
UST Trust:	True		
Caller Remark:			

4000 GAL UNDERGROUND TANK. TEST FAILURE -1.287 GPH OWNER INTENDS TO PUMP OUT AND ABANDON TANK.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was JM 03/16/88: RETEST OF 4000 GAL. TANK. TANK FAILED AT -1.287 GPH. TANK WAS REMOVED. CONTAMINATION CLEANED UP.(FREE PRODUCT PICKED UP) SEE SPILL 877254.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	CARBONE PONTIAC	Spiller Country:	001
Spiller Address:	ABOVE	Contact Name:	
Spiller City:		Contact Phone:	
Spiller State:	ZZ	Contact Ext:	

Material Information

OP Unit ID:	915632	Med Air:	False
OU:	01	Med in Air:	False
Material ID:	461835	Med GW:	True
Material Code:	0009	Med SW:	False
Material Name:	gasoline	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:		Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	False		

14	3 of 6	NE	0.18 / 934.27	379.03 / -29	CARBONE PONTIAC 959 HIAWATHA BLVD SYRACUSE NY	LST
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Spill No:	8707254	Spill Date:	1987-11-23 14:00:00
Site ID:	81717	Rcvd Date:	1987-11-23 14:37:00
DER Facility ID:	284951	CAC Date:	1988-04-15 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1988-04-15 00:00:00
SWIS Code:	3400	Create Date:	1987-12-03 00:00:00
Contribute Factor:	Tank Test Failure	Update Date:	1988-04-21 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	AJMARSCH
Class:		Reported by:	Tank Tester
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude:	43.080690000
After Hours:	False	Longitude:	-76.159208000
UST Trust:	True		
Caller Remark:			

SYSTEM FAILURE. 1.2096 GPH ON A 4,000 GAL. TANK.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was JM // : WILL EXCAVATE, ISOLATE AND RETEST. 03/02/88: INTERFACE SERVICES DID TESTING. 3.861 GPH LEAK RATE. TAKE REMOVED & CONTAMINATED SOIL CAN PLACED BACK IN HOLE AROUND RECOVERY WELL THAT IS TO BE INSTALLED. WILL REQUIRE REEXCAVATION LATER. 03/16/88: SYSTEM TEST, TANK FAILED AND WAS

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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REMOVED 3/2/88. SEE SPILL 8710049. RECOVERY WELL WAS PUT IN 3/2/88. FREE PRODUCT WAS RECOVERED--2200 GALS.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	CARBONE POINTIAC	Spiller Country:	001
Spiller Address:	959 HIAWATHA BLVD.	Contact Name:	
Spiller City:	SYRACUSE	Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	911126	Med Air:	False
OU:	01	Med in Air:	False
Material ID:	552015	Med GW:	True
Material Code:	0009	Med SW:	False
Material Name:	gasoline	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	200.00	Oxygenate:	
Med Soil:	False		

14	4 of 6	NE	0.18 / 934.27	379.03 / -29	CARBONE PONTIAC 959 HIAWATHA BLVD SYRACUSE NY	LST
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Spill No:	8601704	Spill Date:	1986-06-11 10:00:00
Site ID:	81716	Rcvd Date:	1986-06-11 11:15:00
DER Facility ID:	75552	CAC Date:	1986-07-11 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1988-05-06 00:00:00
SWIS Code:	3415	Create Date:	1986-07-09 00:00:00
Contribute Factor:	Tank Failure	Update Date:	1988-05-09 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	HDWARNER
Class:		Reported by:	Fire Department
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude:	43.058461467
After Hours:	False	Longitude:	-76.181251817
UST Trust:	False		
Caller Remark:			

STORE HIRED CONTRACTOR-TANK & SOIL TO BE REMOVED

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW 05/06/88: TANK FAILURE RESULTED IN # 2 FUEL OIL BEING DISCHARGED TO GROUNDWATER. TANK REMOVED AND TAKEN TO ROTH STEEL. PRODUCT ON GROUNDWATER VACEDUP BY E.O.I.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	CARBONE PONTIAC	Spiller Country:	001
Spiller Address:	959 HIAWATHA BLVD.	Contact Name:	
Spiller City:	SYRACUSE	Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
OP Unit ID:	897970				Med Air:	False
OU:	01				Med in Air:	False
Material ID:	478189				Med GW:	True
Material Code:	0001A				Med SW:	False
Material Name:	#2 fuel oil				Med DW:	False
CAS No:					Med Sewer:	False
Material Family:	Petroleum				Med Surf:	False
Quantity:	.00				Med Subway:	False
Units:					Med Utility:	False
Recovered:	.00				Oxygenate:	
Med Soil:	False					

[14](#) 5 of 6 **NE** **0.18 / 934.27** **379.03 / -29** **PERFORMANCE PONTIAC NISSAN INC 959 HIAWATHA BLVD W SYRACUSE NY 13204** **RCRA CESQG**

EPA Handler ID: NYD013258264
Gen Status Universe: Conditionally Exempt Small Quantity Generator
Contact Name: RON BOUKAIR
Contact Address: 959, HIAWATHA BLVD W, , SYRACUSE, NY, 13204, US
Contact Phone No and Ext: 315-474-4855
Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20070101
Handler Name: PERFORMANCE PONTIAC NISSAN INC
Generator Status Universe: Conditionally Exempt Small Quantity Generator
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Receive Date: Handler Name: Generator Status Universe: Source Type:		20060101 PERFORMANCE PONTIAC NISSAN INC Conditionally Exempt Small Quantity Generator I				
<u>Hazardous Waste Handler Details</u>						
Sequence No: Receive Date: Handler Name: Generator Status Universe: Source Type:		1 19960522 PERFORMANCE PONTIAC NISSAN INC Conditionally Exempt Small Quantity Generator N				
<u>Waste Code Details</u>						
Hazardous Waste Code:		D001				
Waste Code Description:		IGNITABLE WASTE				
Hazardous Waste Code:		D007				
Waste Code Description:		CHROMIUM				
Hazardous Waste Code:		D008				
Waste Code Description:		LEAD				
Hazardous Waste Code:		D018				
Waste Code Description:		BENZENE				
Hazardous Waste Code:		D035				
Waste Code Description:		METHYL ETHYL KETONE				
Hazardous Waste Code:		D039				
Waste Code Description:		TETRACHLOROETHYLENE				
Hazardous Waste Code:		D040				
Waste Code Description:		TRICHTHORETHYLENE				
Hazardous Waste Code:		F003				
Waste Code Description:		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.				
Hazardous Waste Code:		F005				
Waste Code Description:		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.				
<u>Hazardous Waste Handler Details</u>						
Sequence No: Receive Date: Handler Name: Generator Status Universe: Source Type:		1 19920417 CARBONE PONTIA NISSAN Conditionally Exempt Small Quantity Generator R				

[14](#)

6 of 6

NE

0.18 /
934.27

379.03 /
-29

SUMMIT DODGE
959 HIAWATHA BLVD WEST
SYRACUSE NY 13204

UST

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev/Diff (ft)</i>	<i>Site</i>	<i>DB</i>
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Site ID:	45805	Expiry:	2019/07/02
Site Status:	Active	County:	Onondaga
Program No:	7-429198	UTM X:	403710.93026
Program Type Code:	PBS	UTM Y:	4767795.92324
Program Type Desc:	Petroleum Bulk Storage Program		
Site Type:	Auto Service/Repair (No Gasoline Sales)		

Tank Information

Tank ID:	132255	Prog No:	7-429198
Tank No:	001	Test Method:	NN
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	4000	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:		Next Line Test Due:	
Close Date:	1991-02-01 00:00:00	Line Test Method:	
Modified by:	TRANSLAT	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	1		
Category Desc:	Category 1 means a tank which was installed before December 27, 1986		
Tank Location:	5		
Tank Location Desc:	Underground		
Tank Owner Name:			
Tank Owner Address:			
Date Tested:			
Next Test:			

Material Information

Material Code:	0009
Material Name:	gasoline
Percent:	100.00

Equipment Information

Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
Equipment:	D01
Code Name:	Steel/Carbon Steel/Iron
Type:	Pipe Type
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
Equipment:	I00
Code Name:	None
Type:	Overfill
Equipment:	C00
Code Name:	No Piping
Type:	Pipe Location

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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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

Affiliation Information

Affiliation Type: 11
Affiliation Name: Emergency Contact
Affiliation Sub Type: NNN
Company: TDK3
Contact Title:
Contact Name: JASON BAGOZZI
Address1:
Address2:
City:
State: NN
Zipcode:
Country Code: 999
Phone: (315) 474-4855
Phone Ext:
Email:
Fax:
Modified By: KCKEMP
Last Modified: 2009-07-02 11:25:27.127000000

Affiliation Information

Affiliation Type: 01
Affiliation Name: Facility Owner
Affiliation Sub Type: E
Company: BOUKAIR REALTY LLC
Contact Title: OFFICE MANAGER
Contact Name: DOUGLAS TUTTLE
Address1: 2634 EAST LAKE RD
Address2:
City: SKANEATELES
State: NY
Zipcode: 13152-9030
Country Code: 001
Phone: (315) 685-9168
Phone Ext:
Email:
Fax:
Modified By: KCKEMP
Last Modified: 2014-05-12 12:55:34.927000000

Affiliation Information

Affiliation Type: 04
Affiliation Name: Facility Operator
Affiliation Sub Type: NNN
Company: SUMMIT DODGE
Contact Title:
Contact Name: JASON BAGOZZI
Address1:
Address2:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
City:		NN				
State:		NN				
Zipcode:						
Country Code:		001				
Phone:		(315) 474-4855				
Phone Ext:						
Email:						
Fax:						
Modified By:		KCKEMP				
Last Modified:		2009-07-02 11:25:27.127000000				

Affiliation Information

Affiliation Type: 07
Affiliation Name: Mail Contact
Affiliation Sub Type: NNN
Company: SUMMIT DODGE
Contact Title:
Contact Name: JASON BAGOZZI
Address1: 959 HIAWATHA BLVD WEST
Address2:
City: SYRACUSE
State: NY
Zipcode: 13204
Country Code: 001
Phone: (315) 474-4855
Phone Ext:
Email: JBAGOZZI@SUMMITCARS.COM
Fax:
Modified By: KCKEMP
Last Modified: 2014-05-12 12:55:34.940000000

15	1 of 8	WNW	0.18 / 939.06	418.07 / 10	EMERSON AVENUE COMPLEX 806 EMERSON AVE SYRACUSE NY 13204	AST
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Site ID:	46423	Expiry:	N/A
Site Status:	Unregulated/Closed	County:	Onondaga
Program No:	7-499951	UTM X:	402975.89901
Program Type Code:	PBS	UTM Y:	4768003.99330
Program Type Desc:	Petroleum Bulk Storage Program		
Site Type:	Utility (Other than Municipal)		

Tank Information

Tank ID:	132231	Prog No:	7-499951
Tank No:	007	Test Method:	NN
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	5000	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:		Next Line Test Due:	
Close Date:	1993-04-01 00:00:00	Line Test Method:	
Modified by:	TRANSLAT	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	1		
Category Desc:	Category 1 means a tank which was installed before December 27, 1986		
Tank Location:	1		
Tank Location Desc:	Aboveground-contact w/ soil		
Tank Owner Name:			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Tank Owner Address:

Tank Information

Tank ID:	132233	Prog No:	7-499951
Tank No:	009	Test Method:	NN
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	5000	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:		Next Line Test Due:	
Close Date:	1993-04-01 00:00:00	Line Test Method:	
Modified by:	TRANSLAT	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	1		
Category Desc:	Category 1 means a tank which was installed before December 27, 1986		
Tank Location:	1		
Tank Location Desc:	Aboveground-contact w/ soil		
Tank Owner Name:			
Tank Owner Address:			

Tank Information

Tank ID:	138913	Prog No:	7-499951
Tank No:	W1	Test Method:	NN
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	280	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	1993-01-01 00:00:00	Next Line Test Due:	
Close Date:	2000-12-01 00:00:00	Line Test Method:	
Modified by:	TRANSLAT	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	1		
Tank Location Desc:	Aboveground-contact w/ soil		
Tank Owner Name:			
Tank Owner Address:			

Tank Information

Tank ID:	132228	Prog No:	7-499951
Tank No:	004	Test Method:	NN
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	5000	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:		Next Line Test Due:	
Close Date:	1993-04-01 00:00:00	Line Test Method:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Modified by: TRANSLAT
Last Modified: 2017-04-14 14:30:47.863000000
Tank Out of Service Date:
Subpart:
Subpart Desc:
Category: 1
Category Desc: Category 1 means a tank which was installed before December 27, 1986
Tank Location: 1
Tank Location Desc: Aboveground-contact w/ soil
Tank Owner Name:
Tank Owner Address:

Tank Information

Tank ID:	132236	Prog No:	7-499951
Tank No:	012	Test Method:	NN
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	5000	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:		Next Line Test Due:	
Close Date:	1993-04-01 00:00:00	Line Test Method:	
Modified by:	TRANSLAT	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	1		
Category Desc:	Category 1 means a tank which was installed before December 27, 1986		
Tank Location:	1		
Tank Location Desc:	Aboveground-contact w/ soil		
Tank Owner Name:			
Tank Owner Address:			

Tank Information

Tank ID:	132232	Prog No:	7-499951
Tank No:	008	Test Method:	NN
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	5000	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:		Next Line Test Due:	
Close Date:	1993-04-01 00:00:00	Line Test Method:	
Modified by:	TRANSLAT	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	1		
Category Desc:	Category 1 means a tank which was installed before December 27, 1986		
Tank Location:	1		
Tank Location Desc:	Aboveground-contact w/ soil		
Tank Owner Name:			
Tank Owner Address:			

Tank Information

Tank ID:	132229	Prog No:	7-499951
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Tank No:	005				Test Method:	NN
Tank Status:	3				Registered:	True
Tank Status Desc:	Closed - Removed				Red Tag Start Date:	
Tank Model:					Red Tag End Date:	
Tank Type:	01				UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron				Tank Last Test:	
Capacity (Gal):	5000				Tank Next Test Due:	
Pipe Model:					Line Last Test Due:	
Install Date:					Next Line Test Due:	
Close Date:	1993-04-01 00:00:00				Line Test Method:	
Modified by:	TRANSLAT				Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000				Class B Operator:	
Tank Out of Service Date:						
Subpart:						
Subpart Desc:						
Category:	1					
Category Desc:	Category 1 means a tank which was installed before December 27, 1986					
Tank Location:	1					
Tank Location Desc:	Aboveground-contact w/ soil					
Tank Owner Name:						
Tank Owner Address:						

Tank Information

Tank ID:	132234				Prog No:	7-499951
Tank No:	010				Test Method:	NN
Tank Status:	3				Registered:	True
Tank Status Desc:	Closed - Removed				Red Tag Start Date:	
Tank Model:					Red Tag End Date:	
Tank Type:	01				UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron				Tank Last Test:	
Capacity (Gal):	5000				Tank Next Test Due:	
Pipe Model:					Line Last Test Due:	
Install Date:					Next Line Test Due:	
Close Date:	1993-04-01 00:00:00				Line Test Method:	
Modified by:	TRANSLAT				Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000				Class B Operator:	
Tank Out of Service Date:						
Subpart:						
Subpart Desc:						
Category:	1					
Category Desc:	Category 1 means a tank which was installed before December 27, 1986					
Tank Location:	1					
Tank Location Desc:	Aboveground-contact w/ soil					
Tank Owner Name:						
Tank Owner Address:						

Tank Information

Tank ID:	132230				Prog No:	7-499951
Tank No:	006				Test Method:	NN
Tank Status:	3				Registered:	True
Tank Status Desc:	Closed - Removed				Red Tag Start Date:	
Tank Model:					Red Tag End Date:	
Tank Type:	01				UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron				Tank Last Test:	
Capacity (Gal):	5000				Tank Next Test Due:	
Pipe Model:					Line Last Test Due:	
Install Date:					Next Line Test Due:	
Close Date:	1993-04-01 00:00:00				Line Test Method:	
Modified by:	TRANSLAT				Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000				Class B Operator:	
Tank Out of Service Date:						
Subpart:						
Subpart Desc:						
Category:	1					
Category Desc:	Category 1 means a tank which was installed before December 27, 1986					

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Tank Location: 1
Tank Location Desc: Aboveground-contact w/ soil
Tank Owner Name:
Tank Owner Address:

Tank Information

Tank ID:	132235	Prog No:	7-499951
Tank No:	011	Test Method:	NN
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	5000	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:		Next Line Test Due:	
Close Date:	1993-04-01 00:00:00	Line Test Method:	
Modified by:	TRANSLAT	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	1		
Category Desc:	Category 1 means a tank which was installed before December 27, 1986		
Tank Location:	1		
Tank Location Desc:	Aboveground-contact w/ soil		
Tank Owner Name:			
Tank Owner Address:			

Tank Information

Tank ID:	132227	Prog No:	7-499951
Tank No:	003	Test Method:	NN
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	5000	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:		Next Line Test Due:	
Close Date:	1993-04-01 00:00:00	Line Test Method:	
Modified by:	TRANSLAT	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	1		
Category Desc:	Category 1 means a tank which was installed before December 27, 1986		
Tank Location:	1		
Tank Location Desc:	Aboveground-contact w/ soil		
Tank Owner Name:			
Tank Owner Address:			

15	2 of 8	WNW	0.18 / 939.06	418.07 / 10	LIPE CLUTCH PROD /LIPE-ROLLWAY CORP 806 EMERSON AVE SYRACUSE NY 13204	CERCLIS
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Site ID:	0201594	RNPL Status Code:	N
Site EPA ID:	NYD068472356	NPL Status:	Not on the NPL
Site Street Address 2:		RFED Facility Code:	N
Site County Name:	ONONDAGA	RFED Facility Desc:	Not a Federal Facility
Site FIPS Code:	36067	USGS Hydro Unit No.:	04140201
Region Code:	02	Site Cong. Dist. Code:	33

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Site SMSA No.:	8160				ROT Desc:	Other
Site Prim. Latitude:	+43.057222				FR NPL Update No.:	
Site Prim. Longitude:	-076.18				RFRA Code:	
Lat Long Source:						
RNON NPL Status Desc:		NFRAP-Site does not qualify for the NPL based on existing information				

CERCLIS Assess History

OU ID:	00				RALT Short Name:	EPA In-House
Act Code ID:	001				Act Start Date:	
RAT Code:	VS				Act Complete Date:	12/31/1987 00:00:00
RAT Short Name:	ARCH SITE				AGT Order No.:	1500
RAT Name:	ARCHIVE SITE				SH OU:	
RAT Hist. Only Flag:					SH Code:	
RAT NSI Indicator:	B				SH Seq:	
RAT Level:	1				SH Start Date:	
RAT DEF OU:	00				SH Complete Date:	
RFBS Code:					SH Lead:	
SPA Code:	13					
RAT Def:		The decision is made that no further activity is planned at the site.				
Site Desc:						
Site Alias:						

CERCLIS Assess History

OU ID:	00				RALT Short Name:	EPA Fund
Act Code ID:	001				Act Start Date:	
RAT Code:	DS				Act Complete Date:	11/9/1987 00:00:00
RAT Short Name:	DISCVRY				AGT Order No.:	10
RAT Name:	DISCOVERY				SH OU:	
RAT Hist. Only Flag:					SH Code:	
RAT NSI Indicator:	B				SH Seq:	
RAT Level:	1				SH Start Date:	
RAT DEF OU:	00				SH Complete Date:	
RFBS Code:					SH Lead:	
SPA Code:	13					
RAT Def:		The process by which a potential hazardous waste site is brought to the attention of the EPA. The process can occur through the use of several mechanisms such as a phone call or referral by another government agency.				
Site Desc:						
Site Alias:						

CERCLIS Assess History

OU ID:	00				RALT Short Name:	
Act Code ID:					Act Start Date:	
RAT Code:					Act Complete Date:	
RAT Short Name:					AGT Order No.:	0
RAT Name:					SH OU:	
RAT Hist. Only Flag:					SH Code:	
RAT NSI Indicator:					SH Seq:	
RAT Level:					SH Start Date:	
RAT DEF OU:					SH Complete Date:	
RFBS Code:					SH Lead:	
SPA Code:						
RAT Def:						
Site Desc:		No description available				
Site Alias:		No alias data available				

CERCLIS Assess History

OU ID:	00				RALT Short Name:	EPA Fund
Act Code ID:	001				Act Start Date:	
RAT Code:	PA				Act Complete Date:	12/31/1987 00:00:00

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
RAT Short Name:	PA				AGT Order No.: 130	
RAT Name:	PRELIMINARY ASSESSMENT				SH OU:	
RAT Hist. Only Flag:					SH Code:	
RAT NSI Indicator:	B				SH Seq:	
RAT Level:	1				SH Start Date:	
RAT DEF OU:	00				SH Complete Date:	
RFBS Code:	P				SH Lead:	
SPA Code:	13					
RAT Def:	Collection of diverse existing information about the source and nature of the site hazard. It is EPA policy to complete the preliminary assessment within one year of site discovery.					
Site Desc:						
Site Alias:						

15	3 of 8	WNW	0.18 / 939.06	418.07 / 10	LIPE CLUTCH PROD /LIPE-ROLLWAY CORP 806 EMERSON AVE SYRACUSE NY 13204	CERCLIS NFRAP
Site ID:	201594				Site FIPS Code: 36067	
Site EPA ID:	NYD068472356				Region Code: 2	
Site Parent ID:					Site Cong. Dist. Code: 33	
Site County Name:	ONONDAGA				Federal Facility:	
Parent Site Name:						

CERCLIS-NFRAP Assess History

OU ID:	0				Act Start Date:	
Act Code ID:	1				Act Complete Date: 11/9/1987	
RAT Code:	DS				AGT Order No.: 10	
RAT Short Name:	DISCVRY				SH OU:	
RAT Name:	DISCOVERY				SH Code:	
RAT Hist. Only Flag:					SH Seq:	
RAT NSI Indicator:	B				SH Start Date:	
RAT Level:	1				SH Complete Date:	
RAT DEF OU:	00				SH Lead:	
RFBS Code:					SH Qual:	
SPA Code:	13				RAQ Act. Qual Short:	
RALT Short Name:	EPA Fund				RNPL Status Code: N	
RAT Def:	The process by which a potential hazardous waste site is brought to the attention of the EPA. The process can occur through the use of several mechanisms such as a phone call or referral by another government agency.					
RNON NPL Status Desc:	NFRAP-Site does not qualify for the NPL based on existing information					

CERCLIS-NFRAP Assess History

OU ID:	0				Act Start Date:	
Act Code ID:	1				Act Complete Date: 12/31/1987	
RAT Code:	VS				AGT Order No.: 1500	
RAT Short Name:	ARCH SITE				SH OU:	
RAT Name:	ARCHIVE SITE				SH Code:	
RAT Hist. Only Flag:					SH Seq:	
RAT NSI Indicator:	B				SH Start Date:	
RAT Level:	1				SH Complete Date:	
RAT DEF OU:	00				SH Lead:	
RFBS Code:					SH Qual:	
SPA Code:	13				RAQ Act. Qual Short:	
RALT Short Name:	EPA In-House				RNPL Status Code: N	
RAT Def:	The decision is made that no further activity is planned at the site.					
RNON NPL Status Desc:	NFRAP-Site does not qualify for the NPL based on existing information					

CERCLIS-NFRAP Assess History

OU ID:	0				Act Start Date:	
Act Code ID:	1				Act Complete Date: 12/31/1987	
RAT Code:	PA				AGT Order No.: 130	
RAT Short Name:	PA				SH OU:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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RAT Name: PRELIMINARY ASSESSMENT
RAT Hist. Only Flag:
RAT NSI Indicator: B
RAT Level: 1
RAT DEF OU: 00
RFBS Code: P
SPA Code: 13
RALT Short Name: EPA Fund
RAT Def: Collection of diverse existing information about the source and nature of the site hazard. It is EPA policy to complete the preliminary assessment within one year of site discovery.
RNON NPL Status Desc: NFRAP-Site does not qualify for the NPL based on existing information

15	4 of 8	WNW	0.18 / 939.06	418.07 / 10	EMERSON AVENUE COMPLEX 806 EMERSON AVE SYRACUSE NY 13204	DELISTED TANKS
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Program No: 7-499951
Site ID: 46423
Site Status: Unregulated
Program Type: Petroleum Bulk Storage Program
Program Type Code: PBS
Expiry: N/A
Site Type: Utility (Other than Municipal)

DEC Region: 7
County: Onondaga
UTM X: 403119.9916
UTM Y: 4767760.56637
Original Source: PBS
Record Date: 28-AUG-2013

15	5 of 8	WNW	0.18 / 939.06	418.07 / 10	NMPC - EMERSON AVE CREW LOCATION 806 EMERSON AVE SYRACUSE NY 13204	RCRA NON GEN
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EPA Handler ID: NYD068472356
Gen Status Universe: No Report
Contact Name: RAYMOND CUMMINGS JR
Contact Address: 300, ERIE BLVD W - ENVIR AFF A2, , SYRACUSE, NY, 13202-4250, US
Contact Phone No and Ext: 315-428-6613
Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: NO VIOLATIONS: All of the compliance records associated with this facility (EPA ID) indicate NO VIOLATIONS; Compliance Monitoring and Enforcement table dated Aug, 2018.

Evaluation Details

Evaluation Start Date: 19860922
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Handler Summary

Full Mailing Info: 300, ERIE BLVD W - ENVIR AFF A2, , SYRACUSE, NY, 13202-4250, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Underground Injection Activity:	No					
Commercial TSD:	No					
Used Oil Transporter:	No					
Used Oil Transfer Facility:	No					
Used Oil Processor:	No					
Used Oil Refiner:	No					
Used Oil Burner:	No					
Used Oil Market Burner:	No					
Used Oil Spec Marketer:	No					

Hazardous Waste Handler Details

Sequence No: 3
 Receive Date: 20070101
 Handler Name: NMPC - EMERSON AVE CREW LOCATION
 Generator Status Universe: No Report
 Source Type: I

Hazardous Waste Handler Details

Sequence No: 2
 Receive Date: 20060101
 Handler Name: NMPC - EMERSON AVE CREW LOCATION
 Generator Status Universe: No Report
 Source Type: I

Hazardous Waste Handler Details

Sequence No: 2
 Receive Date: 20011218
 Handler Name: NMPC - EMERSON AVE CREW LOCATION
 Generator Status Universe: No Report
 Source Type: N

Waste Code Details

Hazardous Waste Code: D000
 Waste Code Description: DESCRIPTION

Hazardous Waste Code: D001
 Waste Code Description: IGNITABLE WASTE

Hazardous Waste Code: D002
 Waste Code Description: CORROSIVE WASTE

Hazardous Waste Code: D008
 Waste Code Description: LEAD

Hazardous Waste Code: F011
 Waste Code Description: SPENT CYANIDE SOLUTIONS FROM SLAT BATH POT CLEANING FROM METAL HEAT TREATING OPERATIONS.

Hazardous Waste Code: F012
 Waste Code Description: QUENCHING WASTEWATER TREATMENT SLUDGES FROM METAL HEAT TREATING OPERATIONS IN WHICH CYANIDES ARE USED IN THE PROCESS.

Hazardous Waste Code: U002
 Waste Code Description: 2-PROPANONE (I) (OR) ACETONE (I)

Hazardous Waste Code: U159
 Waste Code Description: 2-BUTANONE (I,T) (OR) METHYL ETHYL KETONE (MEK) (I,T)

Hazardous Waste Code: U226
 Waste Code Description: ETHANE, 1,1,1-TRICHLORO- (OR) METHYL CHLOROFORM

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Hazardous Waste Code: U239
Waste Code Description: BENZENE, DIMETHYL- (I,T) (OR) XYLENE (I)

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19990708
Handler Name: NMPC - EMERSON AVE CREW LOCATION
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19801119
Handler Name: NMPC - EMERSON AVE CREW LOCATION
Generator Status Universe: No Report
Source Type: A

Waste Code Details

Hazardous Waste Code: D001
Waste Code Description: IGNITABLE WASTE

Hazardous Waste Code: D008
Waste Code Description: LEAD

Hazardous Waste Code: F011
Waste Code Description: SPENT CYANIDE SOLUTIONS FROM SLAT BATH POT CLEANING FROM METAL HEAT TREATING OPERATIONS.

Hazardous Waste Code: U002
Waste Code Description: 2-PROPANONE (I) (OR) ACETONE (I)

Hazardous Waste Code: U159
Waste Code Description: 2-BUTANONE (I,T) (OR) METHYL ETHYL KETONE (MEK) (I,T)

Hazardous Waste Code: U226
Waste Code Description: ETHANE, 1,1,1-TRICHLORO- (OR) METHYL CHLOROFORM

Hazardous Waste Code: U239
Waste Code Description: BENZENE, DIMETHYL- (I,T) (OR) XYLENE (I)

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19800818
Handler Name: NMPC - EMERSON AVE CREW LOCATION
Generator Status Universe: No Report
Source Type: N

15	6 of 8	WNW	0.18 / 939.06	418.07 / 10	LIPE CLUTCH PROD /LIPE-ROLLWAY CORP 806 EMERSON AVE SYRACUSE NY 13204	SEMS ARCHIVE
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Site ID: 0201594	FIPS Code: 36067
EPA ID: NYD068472356	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/Diff (ft)	Site	DB
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Action Information

Operable Units:	00				Start Actual:	
Action Code:	PA				Finish Actual:	12/31/1987
Action Name:	PA				Qual:	N
SEQ:	1				Curr Action Lead:	EPA Perf
Operable Units:	00				Start Actual:	
Action Code:	VS				Finish Actual:	12/31/1987
Action Name:	ARCH SITE				Qual:	
SEQ:	1				Curr Action Lead:	EPA Perf In-Hse
Operable Units:	00				Start Actual:	11/09/1987
Action Code:	DS				Finish Actual:	11/09/1987
Action Name:	DISCVRY				Qual:	
SEQ:	1				Curr Action Lead:	EPA Perf

15	7 of 8	WNW	0.18 / 939.06	418.07 / 10	Lipe-Rollaway Corp. 806 Emerson Avenue Syracuse NY	SHWS
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Site Code:	56331	Site Code (GIS):	734016
HW Code:	734016	Site Class (GIS):	N
Site Class:	N	Address1 (GIS):	806 Emerson Avenue
Site Address:	806 Emerson Avenue	Address2 (GIS):	
City:	Syracuse	Locality (GIS):	Syracuse
ZIP:		ZIP Code (GIS):	
County:	Onondaga	County (GIS):	Onondaga
SWIS:	3415	Town (GIS):	Syracuse (c)
Region:	7	Region (GIS):	7
Town:	Syracuse (c)	X Coord (GIS):	403117.18220
Acres:		Y Coord (GIS):	4767774.58376
Record Added:	1999-11-18 12:00:00	Method:	4.3
Record Update:	2003-12-16 00:00:00	Accuracy:	0 to 10 meters
Updated by:	kstang	Accuracy Unit:	
Latitude:	43.056488834	Latitude (GIS):	
Longitude:	-76.189708932	Longitude (GIS):	
Site Name:	Lipe-Rollaway Corp.		
Site Name (GIS):	Lipe-Rollaway Corp.		
Site Class Desc (GIS):			
Site Class Desc:			
Program:	HW		
Program Desc:	HW		
Assess DOH:			
Source of Data:			
Description:			

This company was disposing of grindings swarf and water soluble coolant on their property site. DEC investigation centered on the possible hazardous materials in this waste. The company later provided data to indicate no heavy metals or other hazardous materials in the wastes.

Assessment:

No documented hazardous wastes have been disposed of at this site in significant quantities.

15	8 of 8	WNW	0.18 / 939.06	418.07 / 10	EMERSON AVENUE COMPLEX 806 EMERSON AVE SYRACUSE NY 13204	UST
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Site ID:	46423	Expiry:	N/A
Site Status:	Unregulated/Closed	County:	Onondaga
Program No:	7-499951	UTM X:	402975.89901
Program Type Code:	PBS	UTM Y:	4768003.99330
Program Type Desc:	Petroleum Bulk Storage Program		
Site Type:	Utility (Other than Municipal)		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Tank Information

Tank ID:	132226	Prog No:	7-499951
Tank No:	002	Test Method:	NN
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	500	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:		Next Line Test Due:	
Close Date:	1993-04-01 00:00:00	Line Test Method:	
Modified by:	TRANSLAT	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	1		
Category Desc:	Category 1 means a tank which was installed before December 27, 1986		
Tank Location:	5		
Tank Location Desc:	Underground		
Tank Owner Name:			
Tank Owner Address:			
Date Tested:			
Next Test:			

Tank Information

Tank ID:	132225	Prog No:	7-499951
Tank No:	001	Test Method:	NN
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	500	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:		Next Line Test Due:	
Close Date:	1993-04-01 00:00:00	Line Test Method:	
Modified by:	TRANSLAT	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	1		
Category Desc:	Category 1 means a tank which was installed before December 27, 1986		
Tank Location:	5		
Tank Location Desc:	Underground		
Tank Owner Name:			
Tank Owner Address:			
Date Tested:			
Next Test:			

16	1 of 3	SSE	0.19 / 996.50	427.00 / 19	COOKIE CALOIA AUTOMOTIVE 1524 WEST GENESEE ST SYRACUSE NY	LST
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Spill No:	9311744	Spill Date:	1993-12-31 13:00:00
Site ID:	72382	Rcvd Date:	1993-12-31 13:30:00
DER Facility ID:	68335	CAC Date:	
CID:		Insp Date:	1993-12-31 00:00:00
Program Type:	ER	Close Date:	1996-12-31 00:00:00
SWIS Code:	3415	Create Date:	1994-01-03 00:00:00
Contribute Factor:	Tank Failure	Update Date:	1997-11-28 00:00:00
Water Body:		DEC Region:	7
Source:	Gasoline Station or other PBS Facility	Lead DEC:	CFMANNES

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Class:	C3	Reported by:	DEC
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude:	43.052269220
After Hours:	False	Longitude:	-76.184509290
UST Trust:	True		
Caller Remark:			

TANK CLOSURE OF 2 TANKS 1 CLOSED IN PLACE,1 PULLED 3K;TANKS HAD SEVERAL >25, SIZE OF DIMES AND QUARTERS.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM 12/31/93: SOIL SAMPLES TAKEN BY INTERFACE. 09/28/95: This is additional information about material spilled from the translation of the old spill file: TANK REMOVAL.

Spiller Information

Spiller Name:		Spiller Zip:	001
Spiller Company:	DINO CALOIA	Spiller Country:	
Spiller Address:	1524 W. GENESEE ST.	Contact Name:	
Spiller City:	SYRACUSE	Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	993755	Med Air:	False
OU:	01	Med in Air:	False
Material ID:	390765	Med GW:	False
Material Code:	0009	Med SW:	False
Material Name:	gasoline	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:	L	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

16	2 of 3	SSE	0.19 / 996.50	427.00 / 19	COOKIE CALOIA AUTOMOTIVE 1524 WEST GENESEE ST SYRACUSE NY	LST
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Spill No:	9312796	Spill Date:	1994-01-29 13:00:00
Site ID:	72383	Rcvd Date:	1994-01-29 13:30:00
DER Facility ID:	68335	CAC Date:	
CID:		Insp Date:	1994-01-30 00:00:00
Program Type:	ER	Close Date:	1996-12-31 00:00:00
SWIS Code:	3415	Create Date:	1994-01-31 00:00:00
Contribute Factor:	Tank Failure	Update Date:	1997-11-28 00:00:00
Water Body:		DEC Region:	7
Source:	Gasoline Station or other PBS Facility	Lead DEC:	CFMANNES
Class:	C3	Reported by:	DEC
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude:	43.052269220
After Hours:	True	Longitude:	-76.184509290
UST Trust:	True		
Caller Remark:			

REMOVAL OF WASTE OIL TANK=1000 GAL, EXCAVATED SOIL. SITE VISIT:01/30/94.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM 01/30/94: CONTINUAL EFFORT OF TANK REMOVALS,,OTHER TANKS FOM SPILL NO. 9311744.

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	DINO CALOIA	Spiller Country:	001
Spiller Address:	1524 W. GENESEE	Contact Name:	
Spiller City:	SYRACUSE	Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	994735	Med Air:	False
OU:	01	Med in Air:	False
Material ID:	388210	Med GW:	False
Material Code:	0022	Med SW:	False
Material Name:	waste oil/used oil	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

16	3 of 3	SSE	0.19 / 996.50	427.00 / 19	CALOIA'S AUTOMOTIVE 1524 W. GENESEE ST SYRACUSE NY 13204	UST
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Site ID:	46667	Expiry:	N/A
Site Status:	Unregulated/Closed	County:	Onondaga
Program No:	7-600228	UTM X:	403534.18122
Program Type Code:	PBS	UTM Y:	4767299.63999
Program Type Desc:	Petroleum Bulk Storage Program		
Site Type:	Retail Gasoline Sales		

Tank Information

Tank ID:	136312	Prog No:	7-600228
Tank No:	002	Test Method:	NN
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	6000	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	1964-12-01 00:00:00	Next Line Test Due:	
Close Date:	1993-12-01 00:00:00	Line Test Method:	
Modified by:	TRANSLAT	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	1		
Category Desc:	Category 1 means a tank which was installed before December 27, 1986		
Tank Location:	5		
Tank Location Desc:	Underground		
Tank Owner Name:			
Tank Owner Address:			
Date Tested:			
Next Test:			

Material Information

Material Code: 0009

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Material Name: gasoline
 Percent: 100.00

Equipment Information

Equipment: H00
 Code Name: None
 Type: Tank Leak Detection

Equipment: G00
 Code Name: None
 Type: Tank Secondary Containment

Equipment: I00
 Code Name: None
 Type: Overfill

Equipment: C02
 Code Name: Underground/On-ground
 Type: Pipe Location

Equipment: J00
 Code Name: None
 Type: Dispenser

Equipment: F00
 Code Name: None
 Type: Pipe External Protection

Equipment: D01
 Code Name: Steel/Carbon Steel/Iron
 Type: Pipe Type

Equipment: A00
 Code Name: None
 Type: Tank Internal Protection

Equipment: B00
 Code Name: None
 Type: Tank External Protection

Tank Information

Tank ID:	136311	Prog No:	7-600228
Tank No:	001	Test Method:	NN
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	4000	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	1971-12-01 00:00:00	Next Line Test Due:	
Close Date:	1993-12-01 00:00:00	Line Test Method:	
Modified by:	TRANSLAT	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	1		
Category Desc:	Category 1 means a tank which was installed before December 27, 1986		
Tank Location:	5		
Tank Location Desc:	Underground		
Tank Owner Name:			
Tank Owner Address:			
Date Tested:			
Next Test:			

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev/Diff (ft)</i>	<i>Site</i>	<i>DB</i>
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Material Information

Material Code: 0009
Material Name: gasoline
Percent: 100.00

Equipment Information

Equipment: B00
Code Name: None
Type: Tank External Protection

Equipment: F00
Code Name: None
Type: Pipe External Protection

Equipment: J00
Code Name: None
Type: Dispenser

Equipment: C02
Code Name: Underground/On-ground
Type: Pipe Location

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: G00
Code Name: None
Type: Tank Secondary Containment

Equipment: I00
Code Name: None
Type: Overfill

Affiliation Information

Affiliation Type: 07
Affiliation Name: Mail Contact
Affiliation Sub Type: NNN
Company: CALOIAS AUTOMOTIVE
Contact Title:
Contact Name: DINO CALOIA
Address1: 1524 W. GENESEE ST.
Address2:
City: SYRACUSE
State: NY
Zipcode: 13204
Country Code: 001
Phone: (315) 474-2555
Phone Ext:
Email:
Fax:
Modified By: TRANSLAT
Last Modified: 2004-03-04 12:31:48.093000000

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev/Diff (ft)</i>	<i>Site</i>	<i>DB</i>
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Affiliation Information

Affiliation Type: 04
Affiliation Name: Facility Operator
Affiliation Sub Type: NNN
Company: CALOIAS AUTOMOTIVE
Contact Title:
Contact Name: DINO CALOIA
Address1:
Address2:
City:
State: NN
Zipcode:
Country Code: 001
Phone: (315) 474-2555
Phone Ext:
Email:
Fax:
Modified By: TRANSLAT
Last Modified: 2004-03-04 12:31:48.093000000

Affiliation Information

Affiliation Type: 01
Affiliation Name: Facility Owner
Affiliation Sub Type: E
Company: CALOIAS AUTOMOTIVE
Contact Title:
Contact Name:
Address1: 1524 W. GENESEE ST.
Address2:
City: SYRACUSE
State: NY
Zipcode: 13204
Country Code: 001
Phone: (315) 474-2555
Phone Ext:
Email:
Fax:
Modified By: TRANSLAT
Last Modified: 2004-03-04 12:31:48.093000000

Affiliation Information

Affiliation Type: 11
Affiliation Name: Emergency Contact
Affiliation Sub Type: NNN
Company: CALOIAS AUTOMOTIVE
Contact Title:
Contact Name: DINO CALOIA
Address1:
Address2:
City:
State: NN
Zipcode:
Country Code: 001
Phone: (315) 474-2555
Phone Ext:
Email:
Fax:
Modified By: TRANSLAT
Last Modified: 2004-03-04 12:31:48.093000000

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
17	1 of 2	S	0.19 / 999.73	428.02 / 20	EAGLE TRANSMISSION SERVICES 1601 W. GENESEE ST SYRACUSE NY 13204	AST

Site ID: 46865
Site Status: Inactive
Program No: 7-600427
Program Type Code: PBS
Program Type Desc: Petroleum Bulk Storage Program
Site Type: Other Wholesale/Retail Sales
Expiry: N/A
County: Onondaga
UTM X: 403480.10465
UTM Y: 4767294.62767

Tank Information

Tank ID: 137533
Tank No: 003
Tank Status: 5
Tank Status Desc: Tank Converted to Non-Regulated Use
Tank Model:
Tank Type: 01
Tank Type Desc: Steel/Carbon Steel/Iron
Capacity (Gal): 275
Pipe Model:
Install Date: 1994-04-01 00:00:00
Close Date:
Modified by: KCKEMP
Last Modified: 2017-04-14 14:30:47.863000000
Tank Out of Service Date:
Subpart:
Subpart Desc:
Category: 2
Category Desc: Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015
Tank Location: 3
Tank Location Desc: Aboveground on saddles, legs, stilts, rack or cradle
Tank Owner Name:
Tank Owner Address:
Prog No: 7-600427
Test Method: NN
Registered: True
Red Tag Start Date:
Red Tag End Date:
UDC Ind: 1
Tank Last Test:
Tank Next Test Due:
Line Last Test Due:
Next Line Test Due:
Line Test Method:
Class A Operator:
Class B Operator:

Material Information

Material Code: 2642
Material Name: used oil (heating, on-site consumption)
Percent: 100.00

Equipment Information

Equipment: C01
Code Name: Aboveground
Type: Pipe Location
Equipment: G00
Code Name: None
Type: Tank Secondary Containment
Equipment: A00
Code Name: None
Type: Tank Internal Protection
Equipment: H01
Code Name: Interstitial - Electronic Monitoring
Type: Tank Leak Detection
Equipment: B00
Code Name: None
Type: Tank External Protection
Equipment: F00

Code Name: None
Type: Pipe External Protection

Equipment: I99
Code Name: Other
Type: Overfill

Equipment: J01
Code Name: Pressurized Dispenser
Type: Dispenser

Equipment: D01
Code Name: Steel/Carbon Steel/Iron
Type: Pipe Type

Tank Information

Tank ID:	180296	Prog No:	7-600427
Tank No:	005	Test Method:	NN
Tank Status:	5	Registered:	True
Tank Status Desc:	Tank Converted to Non-Regulated Use		
Tank Model:		Red Tag Start Date:	
Tank Type:	01	Red Tag End Date:	
Tank Type Desc:	Steel/Carbon Steel/Iron	UDC Ind:	1
Capacity (Gal):	250	Tank Last Test:	
Pipe Model:		Tank Next Test Due:	
Install Date:	2004-07-01 00:00:00	Line Last Test Due:	
Close Date:		Next Line Test Due:	
Modified by:	KCKEMP	Line Test Method:	
Last Modified:	2017-04-14 14:30:47.863000000	Class A Operator:	
Tank Out of Service Date:		Class B Operator:	
Subpart:			
Subpart Desc:			
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	3		
Tank Location Desc:	Aboveground on saddles, legs, stilts, rack or cradle		
Tank Owner Name:			
Tank Owner Address:			

Material Information

Material Code: 2642
Material Name: used oil (heating, on-site consumption)
Percent: 100.00

Equipment Information

Equipment: C01
Code Name: Aboveground
Type: Pipe Location

Equipment: D01
Code Name: Steel/Carbon Steel/Iron
Type: Pipe Type

Equipment: A00
Code Name: None
Type: Tank Internal Protection

Equipment: J03
Code Name: Gravity
Type: Dispenser

Equipment: I00

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Code Name:		None				
Type:		Overfill				
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:		G00				
Code Name:		None				
Type:		Tank Secondary Containment				
Equipment:		L00				
Code Name:		None				
Type:		Piping Leak Detection				
Equipment:		H00				
Code Name:		None				
Type:		Tank Leak Detection				

Tank Information

Tank ID:	137532	Prog No:	7-600427
Tank No:	002	Test Method:	NN
Tank Status:	5	Registered:	True
Tank Status Desc:	Tank Converted to Non-Regulated Use	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	275	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	1994-01-01 00:00:00	Next Line Test Due:	
Close Date:		Line Test Method:	
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	3		
Tank Location Desc:	Aboveground on saddles, legs, stilts, rack or cradle		
Tank Owner Name:			
Tank Owner Address:			

Material Information

Material Code:	2642
Material Name:	used oil (heating, on-site consumption)
Percent:	100.00

Equipment Information

Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
Equipment:	A00

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Code Name:		None				
Type:		Tank Internal Protection				
Equipment:		B00				
Code Name:		None				
Type:		Tank External Protection				
Equipment:		H01				
Code Name:		Interstitial - Electronic Monitoring				
Type:		Tank Leak Detection				
Equipment:		G00				
Code Name:		None				
Type:		Tank Secondary Containment				
Equipment:		I99				
Code Name:		Other				
Type:		Overfill				
Equipment:		D01				
Code Name:		Steel/Carbon Steel/Iron				
Type:		Pipe Type				
Equipment:		J01				
Code Name:		Pressurized Dispenser				
Type:		Dispenser				
Equipment:		C01				
Code Name:		Aboveground				
Type:		Pipe Location				

Tank Information

Tank ID:	137531	Prog No:	7-600427
Tank No:	001	Test Method:	NN
Tank Status:	5	Registered:	True
Tank Status Desc:	Tank Converted to Non-Regulated Use	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	06	UDC Ind:	1
Tank Type Desc:	Fiberglass Reinforced Plastic (FRP)	Tank Last Test:	
Capacity (Gal):	100	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:		Next Line Test Due:	
Close Date:		Line Test Method:	
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	1		
Category Desc:	Category 1 means a tank which was installed before December 27, 1986		
Tank Location:	3		
Tank Location Desc:	Aboveground on saddles, legs, stilts, rack or cradle		
Tank Owner Name:			
Tank Owner Address:			

Material Information

Material Code:	2642
Material Name:	used oil (heating, on-site consumption)
Percent:	100.00

Equipment Information

Equipment:	J02
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<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev/Diff (ft)</i>	<i>Site</i>	<i>DB</i>
Code Name: Type:		Suction Dispenser Dispenser				
Equipment: Code Name: Type:		G00 None Tank Secondary Containment				
Equipment: Code Name: Type:		D00 No Piping Pipe Type				
Equipment: Code Name: Type:		B00 None Tank External Protection				
Equipment: Code Name: Type:		H01 Interstitial - Electronic Monitoring Tank Leak Detection				
Equipment: Code Name: Type:		F00 None Pipe External Protection				
Equipment: Code Name: Type:		A00 None Tank Internal Protection				
Equipment: Code Name: Type:		I99 Other Overfill				
Equipment: Code Name: Type:		L09 Exempt Suction Piping Piping Leak Detection				
Equipment: Code Name: Type:		C00 No Piping Pipe Location				

Tank Information

Tank ID:	139619	Prog No:	7-600427
Tank No:	004	Test Method:	NN
Tank Status:	5	Registered:	True
Tank Status Desc:	Tank Converted to Non-Regulated Use	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	500	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	2000-10-01 00:00:00	Next Line Test Due:	
Close Date:		Line Test Method:	
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	3		
Tank Location Desc:	Aboveground on saddles, legs, stilts, rack or cradle		
Tank Owner Name:			
Tank Owner Address:			

Material Information

Material Code: 2642

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Material Name: used oil (heating, on-site consumption)
Percent: 100.00

Equipment Information

Equipment: I99
Code Name: Other
Type: Overfill

Equipment: G00
Code Name: None
Type: Tank Secondary Containment

Equipment: D00
Code Name: No Piping
Type: Pipe Type

Equipment: H01
Code Name: Interstitial - Electronic Monitoring
Type: Tank Leak Detection

Equipment: F00
Code Name: None
Type: Pipe External Protection

Equipment: A00
Code Name: None
Type: Tank Internal Protection

Equipment: B00
Code Name: None
Type: Tank External Protection

Equipment: C01
Code Name: Aboveground
Type: Pipe Location

Affiliation Information

Affiliation Type: 07
Affiliation Name: Mail Contact
Affiliation Sub Type: NNN
Company: EAGLE TRANSMISSION SERVICES
Contact Title:
Contact Name: BILL WADSWORTH
Address1: 1601 W. GENESEE ST.
Address2:
City: SYRACUSE
State: NY
Zipcode: 13204
Country Code: 001
Phone: (315) 472-1500
Phone Ext:
Email:
Fax:
Modified By: TRANSLAT
Last Modified: 2004-03-04 12:31:50.217000000

Affiliation Information

Affiliation Type: 11
Affiliation Name: Emergency Contact
Affiliation Sub Type: NNN
Company: EAGLE TRANSMISSION SERVICES
Contact Title:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Contact Name:		W. WADSWORTH				
Address1:						
Address2:						
City:						
State:		NN				
Zipcode:						
Country Code:		001				
Phone:		(315) 472-1500				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:50.217000000				
<u>Affiliation Information</u>						
Affiliation Type:		04				
Affiliation Name:		Facility Operator				
Affiliation Sub Type:		NNN				
Company:		EAGLE TRANSMISSION SERVICES				
Contact Title:						
Contact Name:		W. WADSWORTH				
Address1:						
Address2:						
City:						
State:		NN				
Zipcode:						
Country Code:		001				
Phone:		(315) 472-1500				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:50.217000000				
<u>Affiliation Information</u>						
Affiliation Type:		01				
Affiliation Name:		Facility Owner				
Affiliation Sub Type:		E				
Company:		EAGLE TRANSMISSION SERVICES				
Contact Title:						
Contact Name:						
Address1:		1601 W. GENESEE ST.				
Address2:						
City:		SYRACUSE				
State:		NY				
Zipcode:		13204				
Country Code:		001				
Phone:		(315) 472-1500				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:50.217000000				

17	2 of 2	S	0.19 / 999.73	428.02 / 20	BERG TRANSPORTATION INC 1601 W GENESEE ST SYRACUSE NY 13204	RCRA NON GEN
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EPA Handler ID: NYD987024148
Gen Status Universe: No Report
Contact Name: BRUCE BERG JR
Contact Address: 1601, W GENESEE ST, , SYRACUSE, NY, 13204, US
Contact Phone No and Ext: 315-475-3450
Contact Email:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Contact Country:		US				
County Name:		ONONDAGA				
EPA Region:		02				
Land Type:						
Receive Date:		20070101				

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Full Mailing Info: 1601, W GENESEE ST, , SYRACUSE, NY, 13204, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20070101
Handler Name: BERG TRANSPORTATION INC
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20060101
Handler Name: BERG TRANSPORTATION INC
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19921218
Handler Name: BERG TRANSPORTATION INC
Generator Status Universe: No Report
Source Type: N

Waste Code Details

Hazardous Waste Code: D000
Waste Code Description: DESCRIPTION

Hazardous Waste Code: D006
Waste Code Description: CADMIUM

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Hazardous Waste Code:		D008				
Waste Code Description:		LEAD				

18	1 of 1	WNW	0.20 / 1,036.62	417.96 / 10	Emerson Ave. and Harbor St. 800 Emerson Ave. and Harbor St. Syracuse NY	SHWS
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Site Code:	422251	Site Code (GIS):	734121
HW Code:	734121	Site Class (GIS):	N
Site Class:	N	Address1 (GIS):	800 Emerson Ave. and Harbor St.
Site Address:	800 Emerson Ave. and Harbor St.	Address2 (GIS):	
City:	Syracuse	Locality (GIS):	Syracuse
ZIP:	13204	ZIP Code (GIS):	13204
County:	Onondaga	County (GIS):	Onondaga
SWIS:	3415	Town (GIS):	Syracuse (c)
Region:	7	Region (GIS):	7
Town:	Syracuse (c)	X Coord (GIS):	403115.83739
Acres:	16.000	Y Coord (GIS):	4767883.71406
Record Added:	2009-11-27 09:46:00	Method:	4.2
Record Update:	2010-02-19 07:33:00	Accuracy:	Variable
Updated by:	BRWOLOSE	Accuracy Unit:	
Latitude:	43.057471667	Latitude (GIS):	
Longitude:	-76.189744444	Longitude (GIS):	
Site Name:	Emerson Ave. and Harbor St.		
Site Name (GIS):	Emerson Ave. and Harbor St.		
Site Class Desc (GIS):			
Site Class Desc:			
Program:	HW		
Program Desc:	HW		
Assess DOH:			
Source of Data:			
Description:			

Description Not Available

Assessment:

Owner Information

Seq No:	0000001	Owner Street:	300 Erie Blvd. W
Sub Type:	E	Owner Street 2:	
Own Op:	01	Owner City:	Syracuse
Owner Name:		Owner State:	NY
Country:	United States of America	Owner Zip:	13202
Owner Co.:	Niagara Mohawk Power Corp.		
Seq No:	0000002	Owner Street:	1807 Erie Blvd. West
Sub Type:	NNN	Owner Street 2:	
Own Op:	01	Owner City:	Syracuse
Owner Name:		Owner State:	NY
Country:	United States of America	Owner Zip:	13204
Owner Co.:	Central Auto Recycling		

19	1 of 1	SSE	0.20 / 1,053.38	422.84 / 15	JARKAS AUTOMOTIVE INC. 1516 W. GENESEE ST SYRACUSE NY 13204	AST
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Site ID:	44428	Expiry:	N/A
Site Status:	Unregulated/Closed	County:	Onondaga
Program No:	7-100811	UTM X:	403538.24698
Program Type Code:	PBS	UTM Y:	4767299.13831
Program Type Desc:	Petroleum Bulk Storage Program		
Site Type:	Retail Gasoline Sales		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Tank Information

Tank ID:	127376	Prog No:	7-100811
Tank No:	001	Test Method:	03
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	1994-08-01 00:00:00
Capacity (Gal):	8000	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	1982-01-01 00:00:00	Next Line Test Due:	
Close Date:	2000-06-09 00:00:00	Line Test Method:	
Modified by:	TRANSLAT	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	1		
Category Desc:	Category 1 means a tank which was installed before December 27, 1986		
Tank Location:	6		
Tank Location Desc:	Aboveground in Subterranean Vault w/ access for inspections		
Tank Owner Name:			
Tank Owner Address:			

Material Information

Material Code:	0009
Material Name:	gasoline
Percent:	100.00

Equipment Information

Equipment:	B00
Code Name:	None
Type:	Tank External Protection
Equipment:	G03
Code Name:	Vault (w/o access)
Type:	Tank Secondary Containment
Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
Equipment:	J01
Code Name:	Pressurized Dispenser
Type:	Dispenser
Equipment:	C02
Code Name:	Underground/On-ground
Type:	Pipe Location
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
Equipment:	I01
Code Name:	Float Vent Valve
Type:	Overfill
Equipment:	D02

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Code Name: Galvanized Steel
 Type: Pipe Type

Tank Information

Tank ID:	127377	Prog No:	7-100811
Tank No:	002	Test Method:	03
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	1994-08-01 00:00:00
Capacity (Gal):	8000	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	1982-01-01 00:00:00	Next Line Test Due:	
Close Date:	2000-06-09 00:00:00	Line Test Method:	
Modified by:	TRANSLAT	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	1		
Category Desc:	Category 1 means a tank which was installed before December 27, 1986		
Tank Location:	6		
Tank Location Desc:	Aboveground in Subterranean Vault w/ access for inspections		
Tank Owner Name:			
Tank Owner Address:			

Material Information

Material Code: 0008
Material Name: diesel
Percent: 100.00

Equipment Information

Equipment:	G03
Code Name:	Vault (w/o access)
Type:	Tank Secondary Containment
Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
Equipment:	C02
Code Name:	Underground/On-ground
Type:	Pipe Location
Equipment:	J01
Code Name:	Pressurized Dispenser
Type:	Dispenser
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
Equipment:	D02
Code Name:	Galvanized Steel
Type:	Pipe Type
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
Equipment:	B00

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Code Name: None
Type: Tank External Protection

Equipment: I01
Code Name: Float Vent Valve
Type: Overfill

Tank Information

Tank ID:	127378	Prog No:	7-100811
Tank No:	003	Test Method:	03
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	1994-08-01 00:00:00
Capacity (Gal):	6000	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	1982-01-01 00:00:00	Next Line Test Due:	
Close Date:	2000-06-09 00:00:00	Line Test Method:	
Modified by:	TRANSLAT	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	1		
Category Desc:	Category 1 means a tank which was installed before December 27, 1986		
Tank Location:	6		
Tank Location Desc:	Aboveground in Subterranean Vault w/ access for inspections		
Tank Owner Name:			
Tank Owner Address:			

Material Information

Material Code: 0009
Material Name: gasoline
Percent: 100.00

Equipment Information

Equipment: C02
Code Name: Underground/On-ground
Type: Pipe Location

Equipment: I01
Code Name: Float Vent Valve
Type: Overfill

Equipment: G03
Code Name: Vault (w/o access)
Type: Tank Secondary Containment

Equipment: H00
Code Name: None
Type: Tank Leak Detection

Equipment: B00
Code Name: None
Type: Tank External Protection

Equipment: A00
Code Name: None
Type: Tank Internal Protection

Equipment: F00

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Code Name: Type:		None			Pipe External Protection	
Equipment: Code Name: Type:		D02			Galvanized Steel Pipe Type	
Equipment: Code Name: Type:		J01			Pressurized Dispenser Dispenser	
<u>Affiliation Information</u>						
Affiliation Type:		07				
Affiliation Name:		Mail Contact				
Affiliation Sub Type:		NNN				
Company:		E & V ENERGY CORP.				
Contact Title:						
Contact Name:						
Address1:		51 WEST MAIN ST.				
Address2:		P.O. BOX 160				
City:		WOLCOTT				
State:		NY				
Zipcode:		14590				
Country Code:		001				
Phone:		(315) 594-8076				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:24.403000000				
<u>Affiliation Information</u>						
Affiliation Type:		11				
Affiliation Name:		Emergency Contact				
Affiliation Sub Type:		NNN				
Company:		E & V ENERGY CORP.				
Contact Title:						
Contact Name:		E & V ENERGY				
Address1:						
Address2:						
City:						
State:		NN				
Zipcode:						
Country Code:		001				
Phone:		(315) 594-8076				
Phone Ext:						
Email:						
Fax:						
Modified By:		TRANSLAT				
Last Modified:		2004-03-04 12:31:24.450000000				
<u>Affiliation Information</u>						
Affiliation Type:		04				
Affiliation Name:		Facility Operator				
Affiliation Sub Type:		NNN				
Company:		JARKAS AUTOMOTIVE INC.				
Contact Title:						
Contact Name:		FLORIAN JARKA				
Address1:						
Address2:						
City:						
State:		NN				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Zipcode:
Country Code: 001
Phone: (315) 488-5738
Phone Ext:
Email:
Fax:
Modified By: TRANSLAT
Last Modified: 2004-03-04 12:31:24.45000000

Affiliation Information

Affiliation Type: 01
Affiliation Name: Facility Owner
Affiliation Sub Type: E
Company: E & V ENERGY CORP.
Contact Title:
Contact Name:
Address1: 51 WEST MAIN ST. PO BOX 160
Address2:
City: WOLCOTT
State: NY
Zipcode: 14590
Country Code: 001
Phone: (315) 594-8076
Phone Ext:
Email:
Fax:
Modified By: TRANSLAT
Last Modified: 2004-03-04 12:31:24.45000000

20	1 of 9	ESE	0.20 / 1,072.42	379.03 / -29	FIRE DEPT MAINTENANCE 312 STATE FAIR BLVD SYRACUSE NY 13204	AST
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Site ID: 45032
Site Status: Active
Program No: 7-181862
Program Type Code: PBS
Program Type Desc: Petroleum Bulk Storage Program
Site Type: Municipality (Incl. Waste Water Treatment Plants, Utilities, Swimming Pools, etc.)

Expiry: 2022/06/30
County: Onondaga
UTM X: 403880.47280
UTM Y: 4767602.15783

Tank Information

Tank ID: 248229
Tank No: 005
Tank Status: 3
Tank Status Desc: Closed - Removed
Tank Model:
Tank Type: 01
Tank Type Desc: Steel/Carbon Steel/Iron
Capacity (Gal): 275
Pipe Model:
Install Date: 2011-07-12 00:00:00
Close Date: 2017-04-24 00:00:00
Modified by: KCKEMP
Last Modified: 2017-05-05 08:25:06.353000000
Tank Out of Service Date:
Subpart: 4
Subpart Desc: Subpart 4 contains requirements for ASTs (aboveground storage tanks).
Category: 2
Category Desc: Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015
Tank Location: 3
Tank Location Desc: Aboveground on saddles, legs, stilts, rack or cradle
Tank Owner Name: KEITH MUHAMMAD
Tank Owner Address: CITY HALL - 233 EAST WASHINGTON ST SYRACUSE, NY. 13202

Prog No: 7-181862
Test Method: -
Registered: True
Red Tag Start Date:
Red Tag End Date:
UDC Ind: 0
Tank Last Test:
Tank Next Test Due:
Line Last Test Due:
Next Line Test Due:
Line Test Method: -
Class A Operator:
Class B Operator:

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev/Diff (ft)</i>	<i>Site</i>	<i>DB</i>
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Material Information

Material Code: 0015
Material Name: motor oil
Percent: 100.00

Equipment Information

Equipment: D00
Code Name: No Piping
Type: Pipe Type

Equipment: B01
Code Name: Painted/Asphalt Coating
Type: Tank External Protection

Equipment: G10
Code Name: Impervious Underlayment
Type: Tank Secondary Containment

Equipment: E00
Code Name: None
Type: Piping Secondary Containment

Equipment: C00
Code Name: No Piping
Type: Pipe Location

Equipment: K00
Code Name: None
Type: Spill Prevention

Equipment: J03
Code Name: Gravity
Type: Dispenser

Equipment: F00
Code Name: None
Type: Pipe External Protection

Equipment: H06
Code Name: Impervious Barrier/Concrete Pad (A/G)
Type: Tank Leak Detection

Equipment: A00
Code Name: None
Type: Tank Internal Protection

Equipment: L00
Code Name: None
Type: Piping Leak Detection

Equipment: I04
Code Name: Product Level Gauge (A/G)
Type: Overfill

Tank Information

Tank ID: 135480	Prog No: 7-181862
Tank No: 003	Test Method: NN
Tank Status: 1	Registered: True
Tank Status Desc: In Service	Red Tag Start Date:
Tank Model:	Red Tag End Date:
Tank Type: 01	UDC Ind: 0
Tank Type Desc: Steel/Carbon Steel/Iron	Tank Last Test:

Capacity (Gal):	2000				Tank Next Test Due:	
Pipe Model:					Line Last Test Due:	
Install Date:	1990-01-01 00:00:00				Next Line Test Due:	
Close Date:					Line Test Method:	
Modified by:	KCKEMP				Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000				Class B Operator:	
Tank Out of Service Date:						
Subpart:	4					
Subpart Desc:	Subpart 4 contains requirements for ASTs (aboveground storage tanks).					
Category:	2					
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015					
Tank Location:	3					
Tank Location Desc:	Aboveground on saddles, legs, stilts, rack or cradle					
Tank Owner Name:	KEITH MUHAMMAD					
Tank Owner Address:	CITY HALL - 233 EAST WASHINGTON ST SYRACUSE, NY. 13202					

Material Information

Material Code:	0009
Material Name:	gasoline
Percent:	100.00

Equipment Information

Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
Equipment:	G01
Code Name:	Diking (Aboveground)
Type:	Tank Secondary Containment
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
Equipment:	D06
Code Name:	Fiberglass Reinforced Plastic (FRP)
Type:	Pipe Type
Equipment:	I02
Code Name:	High Level Alarm
Type:	Overfill
Equipment:	B00
Code Name:	None
Type:	Tank External Protection
Equipment:	L00
Code Name:	None
Type:	Piping Leak Detection
Equipment:	K01
Code Name:	Catch Basin
Type:	Spill Prevention
Equipment:	E04
Code Name:	Double walled UG
Type:	Piping Secondary Containment
Equipment:	F05
Code Name:	Jacketed
Type:	Pipe External Protection
Equipment:	C03
Code Name:	Aboveground/Underground Combination
Type:	Pipe Location

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Equipment: H01
Code Name: Interstitial - Electronic Monitoring
Type: Tank Leak Detection

Tank Information

Tank ID:	250262	Prog No:	7-181862
Tank No:	008	Test Method:	-
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	0
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	500	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	2013-08-29 00:00:00	Next Line Test Due:	
Close Date:	2017-04-24 00:00:00	Line Test Method:	-
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-05-05 08:25:06.353000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:	4		
Subpart Desc:	Subpart 4 contains requirements for ASTs (aboveground storage tanks).		
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	3		
Tank Location Desc:	Aboveground on saddles, legs, stilts, rack or cradle		
Tank Owner Name:	KEITH MUHAMMAD		
Tank Owner Address:	CITY HALL - 233 EAST WASHINGTON ST SYRACUSE, NY. 13202		

Material Information

Material Code: 0022
Material Name: waste oil/used oil
Percent: 100.00

Equipment Information

Equipment:	K00
Code Name:	None
Type:	Spill Prevention
Equipment:	E00
Code Name:	None
Type:	Piping Secondary Containment
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
Equipment:	B01
Code Name:	Painted/Asphalt Coating
Type:	Tank External Protection
Equipment:	I04
Code Name:	Product Level Gauge (A/G)
Type:	Overfill
Equipment:	H06
Code Name:	Impervious Barrier/Concrete Pad (A/G)
Type:	Tank Leak Detection
Equipment:	G12
Code Name:	Double-Walled (AG only)
Type:	Tank Secondary Containment

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Equipment:		D10				
Code Name:		Copper				
Type:		Pipe Type				
Equipment:		A00				
Code Name:		None				
Type:		Tank Internal Protection				
Equipment:		J04				
Code Name:		On Site Heating System (Suction)				
Type:		Dispenser				
Equipment:		L00				
Code Name:		None				
Type:		Piping Leak Detection				
Equipment:		C01				
Code Name:		Aboveground				
Type:		Pipe Location				

Tank Information

Tank ID:	248230	Prog No:	7-181862
Tank No:	006	Test Method:	-
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	0
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	275	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	2011-11-16 00:00:00	Next Line Test Due:	
Close Date:	2017-04-24 00:00:00	Line Test Method:	-
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-05-05 08:25:06.353000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:	4		
Subpart Desc:	Subpart 4 contains requirements for ASTs (aboveground storage tanks).		
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	3		
Tank Location Desc:	Aboveground on saddles, legs, stilts, rack or cradle		
Tank Owner Name:	KEITH MUHAMMAD		
Tank Owner Address:	CITY HALL - 233 EAST WASHINGTON ST SYRACUSE, NY. 13202		

Material Information

Material Code:	0021
Material Name:	transmission fluid
Percent:	100.00

Equipment Information

Equipment:	K00
Code Name:	None
Type:	Spill Prevention
Equipment:	L00
Code Name:	None
Type:	Piping Leak Detection
Equipment:	C00
Code Name:	No Piping
Type:	Pipe Location

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Equipment:		F00				
Code Name:		None				
Type:		Pipe External Protection				
Equipment:		E00				
Code Name:		None				
Type:		Piping Secondary Containment				
Equipment:		G10				
Code Name:		Impervious Underlayment				
Type:		Tank Secondary Containment				
Equipment:		D00				
Code Name:		No Piping				
Type:		Pipe Type				
Equipment:		J03				
Code Name:		Gravity				
Type:		Dispenser				
Equipment:		A00				
Code Name:		None				
Type:		Tank Internal Protection				
Equipment:		B01				
Code Name:		Painted/Asphalt Coating				
Type:		Tank External Protection				
Equipment:		I04				
Code Name:		Product Level Gauge (A/G)				
Type:		Overfill				
Equipment:		H06				
Code Name:		Impervious Barrier/Concrete Pad (A/G)				
Type:		Tank Leak Detection				

Tank Information

Tank ID:	248228	Prog No:	7-181862
Tank No:	004	Test Method:	-
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	0
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	275	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	2011-07-12 00:00:00	Next Line Test Due:	
Close Date:	2017-04-24 00:00:00	Line Test Method:	-
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-05-05 08:25:06.350000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:	4		
Subpart Desc:	Subpart 4 contains requirements for ASTs (aboveground storage tanks).		
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	3		
Tank Location Desc:	Aboveground on saddles, legs, stilts, rack or cradle		
Tank Owner Name:	KEITH MUHAMMAD		
Tank Owner Address:	CITY HALL - 233 EAST WASHINGTON ST SYRACUSE, NY. 13202		

Material Information

Material Code:	0015
Material Name:	motor oil
Percent:	100.00

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev/Diff (ft)</i>	<i>Site</i>	<i>DB</i>
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Equipment Information

Equipment:	C00
Code Name:	No Piping
Type:	Pipe Location
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
Equipment:	E00
Code Name:	None
Type:	Piping Secondary Containment
Equipment:	H06
Code Name:	Impervious Barrier/Concrete Pad (A/G)
Type:	Tank Leak Detection
Equipment:	L00
Code Name:	None
Type:	Piping Leak Detection
Equipment:	K00
Code Name:	None
Type:	Spill Prevention
Equipment:	D00
Code Name:	No Piping
Type:	Pipe Type
Equipment:	B01
Code Name:	Painted/Asphalt Coating
Type:	Tank External Protection
Equipment:	I04
Code Name:	Product Level Gauge (A/G)
Type:	Overfill
Equipment:	J03
Code Name:	Gravity
Type:	Dispenser
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
Equipment:	G10
Code Name:	Impervious Underlayment
Type:	Tank Secondary Containment

Affiliation Information

Affiliation Type:	01
Affiliation Name:	Facility Owner
Affiliation Sub Type:	C01
Company:	CITY OF SYRACUSE
Contact Title:	CHIEF - SYRACUSE FIRE DEPT
Contact Name:	PAUL LINNERTZ
Address1:	CITY HALL - 233 EAST WASHINGTON ST
Address2:	
City:	SYRACUSE
State:	NY
Zipcode:	13202
Country Code:	001
Phone:	(315) 448-8200
Phone Ext:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Email:
Fax:
Modified By: KCKEMP
Last Modified: 2017-05-18 13:20:21.037000000

Affiliation Information

Affiliation Type: 04
Affiliation Name: Facility Operator
Affiliation Sub Type: NNN
Company: FIRE DEPT MAINTENANCE
Contact Title:
Contact Name: BRIAN THARP
Address1:
Address2:
City:
State: NN
Zipcode:
Country Code: 001
Phone: (315) 473-5525
Phone Ext:
Email:
Fax:
Modified By: AYLAGATI
Last Modified: 2016-11-07 11:52:37.677000000

Affiliation Information

Affiliation Type: 07
Affiliation Name: Mail Contact
Affiliation Sub Type: NNN
Company: CITY OF SYRACUSE FIRE DEPT
Contact Title:
Contact Name: KEITH MUHAMMAD
Address1: FIRE PREVENTION BUREAU
Address2: 201 EAST WASHINGTON ST - ROOM 200
City: SYRACUSE
State: NY
Zipcode: 13202
Country Code: 001
Phone: (315) 448-4777
Phone Ext:
Email: KMUHAMMAD@SYRGOV.NET
Fax:
Modified By: KCKEMP
Last Modified: 2016-04-28 13:23:21.613000000

Affiliation Information

Affiliation Type: 11
Affiliation Name: Emergency Contact
Affiliation Sub Type: NNN
Company: CITY OF SYRACUSE FIRE DEPT
Contact Title:
Contact Name: CHIEF OF FIRE
Address1:
Address2:
City:
State: NN
Zipcode:
Country Code: 999
Phone: (315) 473-3230
Phone Ext:
Email:
Fax:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Modified By: KCKEMP
 Last Modified: 2013-05-13 11:55:28.74300000

20	2 of 9	ESE	0.20 / 1,072.42	379.03 / -29	Syracuse Fire Training School 312 State Fair Boulevard Syracuse NY	ENG
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Site Code:	58000	Site Code (GIS):	734039
HW Code:	734039	Site Class (GIS):	
Site Class:	C	Address 1 (GIS):	312 State Fair Boulevard
Control Type:	ENG	Locality (GIS):	Syracuse
Program:	HW	Zip Code (GIS):	13204
Program Desc:	C	County (GIS):	Onondaga
SWIS:	3415	Town (GIS):	Syracuse (c)
Acres:	6.200	Region (GIS):	7
Site Address:	312 State Fair Boulevard	X Coord (GIS):	403887.29631
City:	Syracuse	Y Coord (GIS):	4767600.84007
ZIP:	13204	Method:	4.2
County:	Onondaga	Accuracy:	Variable
Region:	7	Accuracy Unit:	SITES.txt; REMEDIALSITESGIS.txt
Town:	Syracuse (c)	Latitude (GIS):	
Latitude:	43.055023000	Longitude (GIS):	HW
Longitude:	-76.180224000		
Site Name:	Syracuse Fire Training School		
Site Name (GIS):	Syracuse Fire Training School		
Address 2 (GIS):			
Site Class Desc:			
Site Class Desc (GIS):			
Source of Data:			
Assess DOH:	Contaminants have been removed or covered. There are no exposures occurring from this site.		
Description:			

This is a active Fire Training Facility located at 312 State Fair Boulevard between Hiawatha Blvd. West and West Genesee Street in the City of Syracuse, Onondaga County. The property is adjacent to the right-of-way of I690. The Syracuse Fire Training Center is surrounded by residential and commercial areas and is comprised of historic Lot #88 through #94. The ROD was signed on 1/4/93. Deed restrictions have been made and filed with the Onondaga County Clerk. A delisting package was completed.

Assessment:

Samples taken of the on-site soils revealed contamination by both PCBs and mercury. The remedial construction completed in the summer of 1995, including excavation and off-site disposal of contaminated soils and the construction of an asphalt cap, has addressed the site contamination.

Controls Information

Control Code:	15	Record Added Date:	2004-07-14 10:13:00
Control Name:	Cover System	Record Updated Date:	2017-03-09 16:27:53.44000000
Control Type:	ENG	Updated By:	HDWARNER
In Place Date:	1995-04-13 00:00:00		

Materials Information

Waste Name:	PCBS	Waste Quantity:	UNKNOWN
Waste Code:			
Waste Name:	MERCURY	Waste Quantity:	UNKNOWN
Waste Code:			

Owner Information

Own Op:	04	Owner Street:	CITY HALL, 233 E. WASHINGTON ST.
Seq No:	0000001	Owner Street 2:	
Sub Type:	C01	Owner City:	SYRACUSE
Owner Name:		Owner State:	NY
Owner Company:	SAME	Owner Zip:	13204

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Country:	United States of America				
Own Op:	03				Owner Street:
Seq No:	0000000				Owner Street 2:
Sub Type:	NNN				Owner City:
Owner Name:					Owner State: NY
Owner Company:	SAME				Owner Zip:
Country:	Unknown				
Own Op:	04				Owner Street: City Hall / 233 East Washington Street
Seq No:	0000001				Owner Street 2:
Sub Type:	NNN				Owner City: Syracuse
Owner Name:					Owner State: NY
Owner Company:	City of Syracuse				Owner Zip: 13202
Country:	United States of America				
Own Op:	01				Owner Street: CITY HALL, 233 E. WASHINGTON ST.
Seq No:	0000000				Owner Street 2:
Sub Type:	C01				Owner City: SYRACUSE
Owner Name:					Owner State: NY
Owner Company:	City of Syracuse				Owner Zip: 13204
Country:	United States of America				

HW Extra Information

Dump:	True	Disposal Started:	1940s
Structure:	False	Disposal Terminate:	1980
Lagoon:	False	Latitude:	43:03:20:0
Landfill:	False	Longitude:	76:10:55:0
Pond:	False	Record Added:	1999-11-18 12:00:00
Dell:	False	Record Updated:	1999-11-18 12:00:00
Updated by:	INITIAL		

Projects Information

Project Code:	04	Operable Unit ID:	2169
Project Desc:	Remedial Design	Operable Unit:	01
Project Refer Name:		Operable Unit Desc:	REMEDIAL PROGRAM
End Date:	1993-12-01 00:00:00	Code Name:	Remedial Design
End Status:	ACT		
Project Code:	05	Operable Unit ID:	2169
Project Desc:	Remedial Action	Operable Unit:	01
Project Refer Name:		Operable Unit Desc:	REMEDIAL PROGRAM
End Date:	1995-08-01 00:00:00	Code Name:	Remedial Action
End Status:	ACT		
Project Code:	02	Operable Unit ID:	2169
Project Desc:	Remedial Investigation	Operable Unit:	01
Project Refer Name:		Operable Unit Desc:	REMEDIAL PROGRAM
End Date:	1992-12-01 00:00:00	Code Name:	Remedial Investigation
End Status:	ACT		

20	3 of 9	ESE	0.20 / 1,072.42	379.03 / -29	Syracuse Fire Training School 312 State Fair Boulevard Syracuse NY	INST
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Site Code:	58000	Site Code (GIS):	734039
HW Code:	734039	Site Class (GIS):	C
Site Class:	C	Address 1 (GIS):	312 State Fair Boulevard
Control Type:	INST	Locality (GIS):	Syracuse
Program:	HW	Zip Code (GIS):	13204
Program Desc:	HW	County (GIS):	Onondaga
SWIS:	3415	Town (GIS):	Syracuse (c)
Acres:	6.200	Region (GIS):	7
Site Address:	312 State Fair Boulevard	X Coord (GIS):	403887.29631

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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City:	Syracuse				Y Coord (GIS):	4767600.84007
ZIP:	13204				Method:	4.2
County:	Onondaga				Accuracy:	Variable
Region:	7				Accuracy Unit:	
Town:	Syracuse (c)				Latitude (GIS):	
Latitude:	43.055023000				Longitude (GIS):	
Longitude:	-76.180224000					
Site Name:	Syracuse Fire Training School					
Site Name (GIS):	Syracuse Fire Training School					
Address 2 (GIS):						
Site Class Desc:						
Site Class Desc (GIS):						
Source of Data:						
Assess DOH:	Contaminants have been removed or covered. There are no exposures occurring from this site.					
Description:						

This is a active Fire Training Facility located at 312 State Fair Boulevard between Hiawatha Blvd. West and West Genesee Street in the City of Syracuse, Onondaga County. The property is adjacent to the right-of-way of I690. The Syracuse Fire Training Center is surrounded by residential and commercial areas and is comprised of historic Lot #88 through #94. The ROD was signed on 1/4/93. Deed restrictions have been made and filed with the Onondaga County Clerk. A delisting package was completed.

Assessment:

Samples taken of the on-site soils revealed contamination by both PCBs and mercury. The remedial construction completed in the summer of 1995, including excavation and off-site disposal of contaminated soils and the construction of an asphalt cap, has addressed the site contamination.

Controls Information

Control Code:	A	Record Added Date:	2004-07-14 10:13:00
Control Name:	Deed Restriction	Record Updated Date:	2017-03-09 16:27:53.440000000
Control Type:	INST	In Place Date:	1995-04-13 00:00:00
Updated By:	HDWARNER		
Control Code:	25	Record Added Date:	2004-07-14 10:13:00
Control Name:	Landuse Restriction	Record Updated Date:	2017-03-09 16:27:53.440000000
Control Type:	INST	In Place Date:	1995-04-13 00:00:00
Updated By:	HDWARNER		

Materials Information

Waste Name:	PCBS	Waste Quantity:	UNKNOWN
Waste Code:			
Waste Name:	MERCURY	Waste Quantity:	UNKNOWN
Waste Code:			

Owner Information

Owner Op:	04	Owner Street 2:	
Seq No:	0000001	Owner City:	SYRACUSE
Sub Type:	C01	Owner State:	NY
Owner Name:		Owner Zip:	13204
Owner Company:	SAME	Country:	United States of America
Owner Street:	CITY HALL, 233 E. WASHINGTON ST.		
Owner Op:	01	Owner Street 2:	
Seq No:	0000000	Owner City:	SYRACUSE
Sub Type:	C01	Owner State:	NY
Owner Name:		Owner Zip:	13204
Owner Company:	City of Syracuse	Country:	United States of America
Owner Street:	CITY HALL, 233 E. WASHINGTON ST.		
Owner Op:	04	Owner Street 2:	
Seq No:	0000001	Owner City:	Syracuse
Sub Type:	NNN	Owner State:	NY

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Owner Name:				Owner Zip:	13202	
Owner Company:	City of Syracuse			Country:	United States of America	
Owner Street:	City Hall / 233 East Washington Street					
Owner Op:	03			Owner Street 2:		
Seq No:	0000000			Owner City:		
Sub Type:	NNN			Owner State:	NY	
Owner Name:				Owner Zip:		
Owner Company:	SAME			Country:	Unknown	
Owner Street:						

HW Extra Information

Dump:	True	Disposal Start:	1940s
Structure:	False	Disposal Terminate:	1980
Lagoon:	False	Latitude:	43:03:20:0
Landfill:	False	Longitude:	76:10:55:0
Pond:	False	Record Added:	1999-11-18 12:00:00
Dell:	False	Record Updated:	1999-11-18 12:00:00
Updated By:	INITIAL		

Projects Information

Project Code:	05	Operable Unit ID:	2169
Project Desc:	Remedial Action	Operable Unit:	01
Project Refer Name:		Operable Unit Desc:	REMEDIAL PROGRAM
End Date:	1995-08-01 00:00:00	Code Name:	Remedial Action
End Status:	ACT		
Project Code:	02	Operable Unit ID:	2169
Project Desc:	Remedial Investigation	Operable Unit:	01
Project Refer Name:		Operable Unit Desc:	REMEDIAL PROGRAM
End Date:	1992-12-01 00:00:00	Code Name:	Remedial Investigation
End Status:	ACT		
Project Code:	04	Operable Unit ID:	2169
Project Desc:	Remedial Design	Operable Unit:	01
Project Refer Name:		Operable Unit Desc:	REMEDIAL PROGRAM
End Date:	1993-12-01 00:00:00	Code Name:	Remedial Design
End Status:	ACT		

[20](#)

4 of 9

ESE

0.20 /
1,072.42

379.03 /
-29

**NEW YORK STATE DEPT OF
CONSERVATION REGION 7
312 STATE FAIR BLVD
SYRACUSE NY 13204**

**RCRA
NON GEN**

EPA Handler ID:	NYP000964585
Gen Status Universe:	No Report
Contact Name:	RICHARD BRAZEL
Contact Address:	615, ERIE BLVD WEST, , SYRACUSE, NY, 13202, US
Contact Phone No and Ext:	315-426-7519
Contact Email:	
Contact Country:	US
County Name:	ONONDAGA
EPA Region:	02
Land Type:	
Receive Date:	20090323

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Handler Summary

Full Mailing Info: 615, ERIE BLVD WEST, , SYRACUSE, NY, 13202, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20090323
Handler Name: NEW YORK STATE DEPT OF CONSERVATION REGION 7
Generator Status Universe: No Report
Source Type: E

20	5 of 9	ESE	0.20 / 1,072.42	379.03 / -29	NYSDEC REGION 7 312 STATE FAIR BLVD SYRACUSE NY 13209	RCRA NON GEN
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EPA Handler ID: NYP000960708
Gen Status Universe: No Report
Contact Name: RICHARD BRAZELL
Contact Address: 615, ERIE BLVD W, , SYRACUSE, NY, 13204, US
Contact Phone No and Ext: 315-426-7533
Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20060927

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Full Mailing Info: 615, ERIE BLVD W, , SYRACUSE, NY, 13204, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Used Oil Market Burner:		No				
Used Oil Spec Marketer:		No				

Hazardous Waste Handler Details

Sequence No: 2
 Receive Date: 20060927
 Handler Name: NYSDEC REGION 7
 Generator Status Universe: No Report
 Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
 Receive Date: 20060926
 Handler Name: NYSDEC REGION 7
 Generator Status Universe: No Report
 Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
 Receive Date: 20060925
 Handler Name: NYSDEC REGION 7
 Generator Status Universe: No Report
 Source Type: E

20	6 of 9	ESE	0.20 / 1,072.42	379.03 / -29	NYS DEC SYRACUSE FIRE TRAINING SCHOOL 312 STATE FAIR BLVD SYRACUSE NY 13204	RCRA NON GEN
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EPA Handler ID: NYP000966424
 Gen Status Universe: No Report
 Contact Name: RICHARD BRAZELL
 Contact Address: 615, ERIE BLVD, , SYRACUSE, NY, 13204, US
 Contact Phone No and Ext: 315-426-7519
 Contact Email:
 Contact Country: US
 County Name: ONONDAGA
 EPA Region: 02
 Land Type:
 Receive Date: 20140221

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Full Mailing Info: 615, ERIE BLVD, , SYRACUSE, NY, 13204, US
 Importer Activity: No
 Mixed Waste Generator: No
 Transporter Activity: No
 Transfer Facility: No
 Onsite Burner Exemption: No
 Furnace Exemption: No
 Underground Injection Activity: No
 Commercial TSD: No
 Used Oil Transporter: No
 Used Oil Transfer Facility: No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Used Oil Processor:		No				
Used Oil Refiner:		No				
Used Oil Burner:		No				
Used Oil Market Burner:		No				
Used Oil Spec Marketer:		No				

Hazardous Waste Handler Details

Sequence No: 1
 Receive Date: 20140221
 Handler Name: NYS DEC SYRACUSE FIRE TRAINING SCHOOL
 Generator Status Universe: No Report
 Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
 Receive Date: 20100709
 Handler Name: NYS DEC SYRACUSE FIRE TRAINING SCHOOL
 Generator Status Universe: No Report
 Source Type: E

20	7 of 9	ESE	0.20 / 1,072.42	379.03 / -29	SYRACUSE FIRE TRAINING CTR 312 STATE FAIR BLVD SYRACUSE NY 13204	RCRA SQG
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EPA Handler ID: NYD986930451
 Gen Status Universe: Small Quantity Generator
 Contact Name:
 Contact Address: 401, CITY HALL ENGINEERING DEPT, , SYRACUSE, NY, 13202, US
 Contact Phone No and Ext:
 Contact Email:
 Contact Country: US
 County Name: ONONDAGA
 EPA Region: 02
 Land Type:
 Receive Date: 20070101

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Importer Activity: No
 Mixed Waste Generator: No
 Transporter Activity: No
 Transfer Facility: No
 Onsite Burner Exemption: No
 Furnace Exemption: No
 Underground Injection Activity: No
 Commercial TSD: No
 Used Oil Transporter: No
 Used Oil Transfer Facility: No
 Used Oil Processor: No
 Used Oil Refiner: No
 Used Oil Burner: No
 Used Oil Market Burner: No
 Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Sequence No: 3
Receive Date: 20070101
Handler Name: SYRACUSE FIRE TRAINING CTR
Generator Status Universe: Small Quantity Generator
Source Type: I

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20060101
Handler Name: SYRACUSE FIRE TRAINING CTR
Generator Status Universe: Small Quantity Generator
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19960625
Handler Name: SYRACUSE FIRE TRAINING CENTER
Generator Status Universe: Small Quantity Generator
Source Type: R

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19950419
Handler Name: SYRACUSE FIRE TRAINING CTR
Generator Status Universe: Small Quantity Generator
Source Type: I

Waste Code Details

Hazardous Waste Code: NONE
Waste Code Description: DESCRIPTION

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19901107
Handler Name: SYRACUSE FIRE TRAINING CTR
Generator Status Universe: Small Quantity Generator
Source Type: N

Waste Code Details

Hazardous Waste Code: X002
Waste Code Description: DESCRIPTION

20	8 of 9	ESE	0.20 / 1,072.42	379.03 / -29	Syracuse Fire Training School 312 State Fair Boulevard Syracuse NY	SHWS
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Site Code: 58000	Site Code (GIS): 734039
HW Code: 734039	Site Class (GIS): C
Site Class: C	Address1 (GIS): 312 State Fair Boulevard
Site Address: 312 State Fair Boulevard	Address2 (GIS):
City: Syracuse	Locality (GIS): Syracuse
ZIP: 13204	ZIP Code (GIS): 13204
County: Onondaga	County (GIS): Onondaga
SWIS: 3415	Town (GIS): Syracuse (c)

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Region:	7				Region (GIS):	7
Town:	Syracuse (c)				X Coord (GIS):	403887.29631
Acres:	6.200				Y Coord (GIS):	4767600.84007
Record Added:	1999-11-18 12:00:00				Method:	4.2
Record Update:	2018-03-13 13:48:00				Accuracy:	Variable
Updated by:	HDWARNER				Accuracy Unit:	
Latitude:	43.055023000				Latitude (GIS):	
Longitude:	-76.180224000				Longitude (GIS):	
Site Name:	Syracuse Fire Training School					
Site Name (GIS):	Syracuse Fire Training School					
Site Class Desc (GIS):						
Site Class Desc:						
Program:	HW					
Program Desc:	HW					
Assess DOH:	Contaminants have been removed or covered. There are no exposures occurring from this site.					
Source of Data:						
Description:						

This is a active Fire Training Facility located at 312 State Fair Boulevard between Hiawatha Blvd. West and West Genesee Street in the City of Syracuse, Onondaga County. The property is adjacent to the right-of-way of I690. The Syracuse Fire Training Center is surrounded by residential and commercial areas and is comprised of historic Lot #88 through #94. The ROD was signed on 1/4/93. Deed restrictions have been made and filed with the Onondaga County Clerk. A delisting package was completed.

Assessment:

Samples taken of the on-site soils revealed contamination by both PCBs and mercury. The remedial construction completed in the summer of 1995, including excavation and off-site disposal of contaminated soils and the construction of an asphalt cap, has addressed the site contamination.

Materials Information

Waste Name:	MERCURY	Waste Quantity:	UNKNOWN
Waste Code:			
Waste Name:	PCBS	Waste Quantity:	UNKNOWN
Waste Code:			

Owner Information

Seq No:	0000001	Owner Street:	CITY HALL, 233 E. WASHINGTON ST.
Sub Type:	C01	Owner Street 2:	
Own Op:	04	Owner City:	SYRACUSE
Owner Name:		Owner State:	NY
Country:	United States of America	Owner Zip:	13204
Owner Co.:	SAME		
Seq No:	0000000	Owner Street:	CITY HALL, 233 E. WASHINGTON ST.
Sub Type:	C01	Owner Street 2:	
Own Op:	01	Owner City:	SYRACUSE
Owner Name:		Owner State:	NY
Country:	United States of America	Owner Zip:	13204
Owner Co.:	City of Syracuse		
Seq No:	0000000	Owner Street:	
Sub Type:	NNN	Owner Street 2:	
Own Op:	03	Owner City:	
Owner Name:		Owner State:	NY
Country:	Unknown	Owner Zip:	
Owner Co.:	SAME		
Seq No:	0000001	Owner Street:	City Hall / 233 East Washington Street
Sub Type:	NNN	Owner Street 2:	
Own Op:	04	Owner City:	Syracuse
Owner Name:		Owner State:	NY
Country:	United States of America	Owner Zip:	13202
Owner Co.:	City of Syracuse		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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HW Extra Information

Dump:	True	Dell:	False
Structure:	False	Updated By:	INITIAL
Lagoon:	False	Record Added:	1999-11-18 12:00:00
Landfill:	False	Record Updated:	1999-11-18 12:00:00
Pond:	False	Latitude:	43:03:20:0
Disposal Start:	1940s	Longitude:	76:10:55:0
Disposal Terminate:	1980		

Projects Information

Project Code:	02	Code Name:	Remedial Investigation
Project Desc:	Remedial Investigation	Operable Unit ID:	2169
Project Refer Name:		Operable Unit:	01
End Date:	1992-12-01 00:00:00	Operable Unit Desc:	REMEDIAL PROGRAM
End Status:	ACT		
Project Code:	04	Code Name:	Remedial Design
Project Desc:	Remedial Design	Operable Unit ID:	2169
Project Refer Name:		Operable Unit:	01
End Date:	1993-12-01 00:00:00	Operable Unit Desc:	REMEDIAL PROGRAM
End Status:	ACT		
Project Code:	05	Code Name:	Remedial Action
Project Desc:	Remedial Action	Operable Unit ID:	2169
Project Refer Name:		Operable Unit:	01
End Date:	1995-08-01 00:00:00	Operable Unit Desc:	REMEDIAL PROGRAM
End Status:	ACT		

20	9 of 9	ESE	0.20 / 1,072.42	379.03 / -29	FIRE DEPT MAINTENANCE 312 STATE FAIR BLVD SYRACUSE NY 13204	UST
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Site ID:	45032	Expiry:	2022/06/30
Site Status:	Active	County:	Onondaga
Program No:	7-181862	UTM X:	403880.47280
Program Type Code:	PBS	UTM Y:	4767602.15783
Program Type Desc:	Petroleum Bulk Storage Program		
Site Type:	Municipality (Incl. Waste Water Treatment Plants, Utilities, Swimming Pools, etc.)		

Tank Information

Tank ID:	248231	Prog No:	7-181862
Tank No:	007	Test Method:	NN
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	0
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	550	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	1985-01-01 00:00:00	Next Line Test Due:	
Close Date:	2013-08-21 00:00:00	Line Test Method:	
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	1		
Category Desc:	Category 1 means a tank which was installed before December 27, 1986		
Tank Location:	5		
Tank Location Desc:	Underground		
Tank Owner Name:			
Tank Owner Address:			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Date Tested:
Next Test:

Material Information

Material Code: 0022
Material Name: waste oil/used oil
Percent: 100.00

Equipment Information

Equipment: L00
Code Name: None
Type: Piping Leak Detection

Equipment: K00
Code Name: None
Type: Spill Prevention

Equipment: G00
Code Name: None
Type: Tank Secondary Containment

Equipment: E00
Code Name: None
Type: Piping Secondary Containment

Equipment: C00
Code Name: No Piping
Type: Pipe Location

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: A00
Code Name: None
Type: Tank Internal Protection

Equipment: F00
Code Name: None
Type: Pipe External Protection

Equipment: B01
Code Name: Painted/Asphalt Coating
Type: Tank External Protection

Equipment: J02
Code Name: Suction Dispenser
Type: Dispenser

Tank Information

Tank ID:	129849	Prog No:	7-181862
Tank No:	002	Test Method:	NN
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Tank Model:					Red Tag End Date:	
Tank Type:	01				UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron				Tank Last Test:	
Capacity (Gal):	500				Tank Next Test Due:	
Pipe Model:					Line Last Test Due:	
Install Date:	1967-01-01 00:00:00				Next Line Test Due:	
Close Date:	1990-01-01 00:00:00				Line Test Method:	
Modified by:	TRANSLAT				Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000				Class B Operator:	
Tank Out of Service Date:						
Subpart:						
Subpart Desc:						
Category:	1					
Category Desc:	Category 1 means a tank which was installed before December 27, 1986					
Tank Location:	5					
Tank Location Desc:	Underground					
Tank Owner Name:						
Tank Owner Address:						
Date Tested:						
Next Test:						

Material Information

Material Code:	9999
Material Name:	other
Percent:	100.00

Equipment Information

Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
Equipment:	B00
Code Name:	None
Type:	Tank External Protection
Equipment:	D01
Code Name:	Steel/Carbon Steel/Iron
Type:	Pipe Type
Equipment:	I00
Code Name:	None
Type:	Overfill
Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
Equipment:	C00
Code Name:	No Piping
Type:	Pipe Location
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

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Tank Information

Tank ID:	129848	Prog No:	7-181862
Tank No:	001	Test Method:	NN
Tank Status:	3	Registered:	True
Tank Status Desc:	Closed - Removed	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	2000	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	1967-01-01 00:00:00	Next Line Test Due:	
Close Date:	1990-01-01 00:00:00	Line Test Method:	
Modified by:	TRANSLAT	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:			
Subpart Desc:			
Category:	1		
Category Desc:	Category 1 means a tank which was installed before December 27, 1986		
Tank Location:	5		
Tank Location Desc:	Underground		
Tank Owner Name:			
Tank Owner Address:			
Date Tested:			
Next Test:			

Material Information

Material Code:	0009
Material Name:	gasoline
Percent:	100.00

Equipment Information

Equipment:	F00
Code Name:	None
Type:	Pipe External Protection
Equipment:	I04
Code Name:	Product Level Gauge (A/G)
Type:	Overfill
Equipment:	G00
Code Name:	None
Type:	Tank Secondary Containment
Equipment:	D01
Code Name:	Steel/Carbon Steel/Iron
Type:	Pipe Type
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
Equipment:	H00
Code Name:	None
Type:	Tank Leak Detection
Equipment:	C00
Code Name:	No Piping
Type:	Pipe Location
Equipment:	B00
Code Name:	None
Type:	Tank External Protection

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Equipment: J02
Code Name: Suction Dispenser
Type: Dispenser

Affiliation Information

Affiliation Type: 04
Affiliation Name: Facility Operator
Affiliation Sub Type: NNN
Company: FIRE DEPT MAINTENANCE
Contact Title:
Contact Name: BRIAN THARP
Address1:
Address2:
City:
State: NN
Zipcode:
Country Code: 001
Phone: (315) 473-5525
Phone Ext:
Email:
Fax:
Modified By: AYLAGATI
Last Modified: 2016-11-07 11:52:37.677000000

Affiliation Information

Affiliation Type: 01
Affiliation Name: Facility Owner
Affiliation Sub Type: C01
Company: CITY OF SYRACUSE
Contact Title: CHIEF - SYRACUSE FIRE DEPT
Contact Name: PAUL LINNERTZ
Address1: CITY HALL - 233 EAST WASHINGTON ST
Address2:
City: SYRACUSE
State: NY
Zipcode: 13202
Country Code: 001
Phone: (315) 448-8200
Phone Ext:
Email:
Fax:
Modified By: KCKEMP
Last Modified: 2017-05-18 13:20:21.037000000

Affiliation Information

Affiliation Type: 11
Affiliation Name: Emergency Contact
Affiliation Sub Type: NNN
Company: CITY OF SYRACUSE FIRE DEPT
Contact Title:
Contact Name: CHIEF OF FIRE
Address1:
Address2:
City:
State: NN
Zipcode:
Country Code: 999
Phone: (315) 473-3230
Phone Ext:
Email:
Fax:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Modified By: KCKEMP
 Last Modified: 2013-05-13 11:55:28.743000000

Affiliation Information

Affiliation Type: 07
 Affiliation Name: Mail Contact
 Affiliation Sub Type: NNN
 Company: CITY OF SYRACUSE FIRE DEPT
 Contact Title:
 Contact Name: KEITH MUHAMMAD
 Address1: FIRE PREVENTION BUREAU
 Address2: 201 EAST WASHINGTON ST - ROOM 200
 City: SYRACUSE
 State: NY
 Zipcode: 13202
 Country Code: 001
 Phone: (315) 448-4777
 Phone Ext:
 Email: KMUHAMMAD@SYRGOV.NET
 Fax:
 Modified By: KCKEMP
 Last Modified: 2016-04-28 13:23:21.613000000

21	1 of 1	NE	0.21 / 1,085.93	379.03 / -29	DUKES'S ROOT CONTROL INC. 1020 HIAWATHA BLVD W - SYRACUSE NY 13204	SSTS
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EPA Region: 2
 Establishment No: 65018-NY-1
 Est. Create Update Date:
 Est. Site County: Onondaga
 Est. Site Country: USA
 Est. Mailing Address: 1020 HIAWATHA BLVD W
 Est Mailing Address Line 2: -
 Est. Mail City: SYRACUSE
 Est. Mail State: NY
 Est. Mail Zip: 13204
 Company Name: DUKE'S ROOT CONTROL
 Co. Site Address Line 1: 1020 HIAWATHA BLVD WEST
 Co. Site Address Line 2: -
 Co. Site City: SYRACUSE
 Co. Site State: NY
 Co. Site Zip: 13204
 Co. Site Country: USA
 Co. Mailing Address Line 1: 1020 HIAWATHA BLVD WEST
 Co. Mail Address Line 2: -
 Co. Mail City: SYRACUSE
 Co. Mail State: NY
 Co. Mail Zip: 13204
 Co. Mail Country: USA

22	1 of 1	NE	0.23 / 1,204.66	379.03 / -29	REGAL HYUNDAI INC 1000 W HIAWATHA BLVD SYRACUSE NY 13204-1111	RCRA NON GEN
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EPA Handler ID: NYD981562838
 Gen Status Universe: No Report
 Contact Name:
 Contact Address: 1000, W HIAWATHA BLVD, , SYRACUSE, NY, 01555, US
 Contact Phone No and Ext:
 Contact Email:
 Contact Country: US
 County Name: ONONDAGA
 EPA Region: 02

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Land Type:
 Receive Date: 20070101

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Full Mailing Info: 1000, W HIAWATHA BLVD, , SYRACUSE, NY, 01555, US
 Importer Activity: No
 Mixed Waste Generator: No
 Transporter Activity: No
 Transfer Facility: No
 Onsite Burner Exemption: No
 Furnace Exemption: No
 Underground Injection Activity: No
 Commercial TSD: No
 Used Oil Transporter: No
 Used Oil Transfer Facility: No
 Used Oil Processor: No
 Used Oil Refiner: No
 Used Oil Burner: No
 Used Oil Market Burner: No
 Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 3
 Receive Date: 20070101
 Handler Name: REGAL HYUNDAI INC
 Generator Status Universe: No Report
 Source Type: I

Hazardous Waste Handler Details

Sequence No: 2
 Receive Date: 20060101
 Handler Name: REGAL HYUNDAI INC
 Generator Status Universe: No Report
 Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
 Receive Date: 19990708
 Handler Name: REGAL HYUNDAI INC
 Generator Status Universe: No Report
 Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
 Receive Date: 19861015
 Handler Name: REGAL HYUNDAI INC
 Generator Status Universe: No Report
 Source Type: N

Waste Code Details

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Hazardous Waste Code:		D000				
Waste Code Description:		DESCRIPTION				
Hazardous Waste Code:		D001				
Waste Code Description:		IGNITABLE WASTE				
Hazardous Waste Code:		F003				
Waste Code Description:		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.				
Hazardous Waste Code:		F005				
Waste Code Description:		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.				

[23](#) 1 of 1 SSE 0.23 / 1,218.45 418.48 / 10 MAVIS DISCOUNT TIRE 1501 WEST GENESEE ST SYRACUSE NY 13204 AST

Site ID:	433662	Expiry:	2020/04/26
Site Status:	Active	County:	Onondaga
Program No:	7-601325	UTM X:	403614.18257
Program Type Code:	PBS	UTM Y:	4767275.69874
Program Type Desc:	Petroleum Bulk Storage Program		
Site Type:	Auto Service/Repair (No Gasoline Sales)		

Tank Information

Tank ID:	234033	Prog No:	7-601325
Tank No:	001	Test Method:	NN
Tank Status:	1	Registered:	True
Tank Status Desc:	In Service	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	07	UDC Ind:	1
Tank Type Desc:	Plastic	Tank Last Test:	
Capacity (Gal):	275	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	2005-04-12 00:00:00	Next Line Test Due:	
Close Date:		Line Test Method:	
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:	4		
Subpart Desc:	Subpart 4 contains requirements for ASTs (aboveground storage tanks).		
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	3		
Tank Location Desc:	Aboveground on saddles, legs, stilts, rack or cradle		
Tank Owner Name:	BERT SCHWARZ		
Tank Owner Address:	358 SAW MILL RIVER RD MILLWOOD, NY. 10546		

Material Information

Material Code:	0015
Material Name:	motor oil
Percent:	100.00

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev/Diff (ft)</i>	<i>Site</i>	<i>DB</i>
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Equipment Information

Equipment:	J02
Code Name:	Suction Dispenser
Type:	Dispenser
Equipment:	B00
Code Name:	None
Type:	Tank External Protection
Equipment:	C00
Code Name:	No Piping
Type:	Pipe Location
Equipment:	G10
Code Name:	Impervious Underlayment
Type:	Tank Secondary Containment
Equipment:	K00
Code Name:	None
Type:	Spill Prevention
Equipment:	I04
Code Name:	Product Level Gauge (A/G)
Type:	Overfill
Equipment:	D00
Code Name:	No Piping
Type:	Pipe Type
Equipment:	E00
Code Name:	None
Type:	Piping Secondary Containment
Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection
Equipment:	L00
Code Name:	None
Type:	Piping Leak Detection
Equipment:	H06
Code Name:	Impervious Barrier/Concrete Pad (A/G)
Type:	Tank Leak Detection
Equipment:	F00
Code Name:	None
Type:	Pipe External Protection

Tank Information

Tank ID:	234034	Prog No:	7-601325
Tank No:	002	Test Method:	NN
Tank Status:	1	Registered:	True
Tank Status Desc:	In Service	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	275	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	2005-04-12 00:00:00	Next Line Test Due:	
Close Date:		Line Test Method:	
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:	4		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Subpart Desc: Subpart 4 contains requirements for ASTs (aboveground storage tanks).
Category: 2
Category Desc: Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015
Tank Location: 3
Tank Location Desc: Aboveground on saddles, legs, stilts, rack or cradle
Tank Owner Name: BERT SCHWARZ
Tank Owner Address: 358 SAW MILL RIVER RD MILLWOOD, NY. 10546

Material Information

Material Code: 0022
Material Name: waste oil/used oil
Percent: 100.00

Equipment Information

Equipment: C00
Code Name: No Piping
Type: Pipe Location

Equipment: L00
Code Name: None
Type: Piping Leak Detection

Equipment: F00
Code Name: None
Type: Pipe External Protection

Equipment: I04
Code Name: Product Level Gauge (A/G)
Type: Overfill

Equipment: D00
Code Name: No Piping
Type: Pipe Type

Equipment: K00
Code Name: None
Type: Spill Prevention

Equipment: J02
Code Name: Suction Dispenser
Type: Dispenser

Equipment: B01
Code Name: Painted/Asphalt Coating
Type: Tank External Protection

Equipment: G10
Code Name: Impervious Underlayment
Type: Tank Secondary Containment

Equipment: E00
Code Name: None
Type: Piping Secondary Containment

Equipment: A00
Code Name: None
Type: Tank Internal Protection

Equipment: H06
Code Name: Impervious Barrier/Concrete Pad (A/G)
Type: Tank Leak Detection

Affiliation Information

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Affiliation Type: 01
Affiliation Name: Facility Owner
Affiliation Sub Type: E
Company: COLE MUFFLER REALTY LLC
Contact Title: FACILITY MANAGEMENT
Contact Name: BERTRAM SCHWARZ
Address1: 6 RIVER T
Address2:
City: BALDWINSVILLE
State: NY
Zipcode: 13027
Country Code: 001
Phone: (315) 303-4136
Phone Ext:
Email:
Fax:
Modified By: KCKEMP
Last Modified: 2015-02-25 13:48:30.090000000

Affiliation Information

Affiliation Type: 07
Affiliation Name: Mail Contact
Affiliation Sub Type: NNN
Company: MAVIS DISCOUNT TIRE
Contact Title: OPERATIONS MANAGER
Contact Name: BERT SCHWARZ
Address1: 358 SAW MILL RIVER RD
Address2:
City: MILLWOOD
State: NY
Zipcode: 10546
Country Code: 001
Phone: (914) 984-2500
Phone Ext:
Email: BSCHWARZ@MAVISTIRE.COM
Fax:
Modified By: KCKEMP
Last Modified: 2015-02-25 14:24:58.290000000

Affiliation Information

Affiliation Type: 11
Affiliation Name: Emergency Contact
Affiliation Sub Type: NNN
Company: COLE MUFFLER REALTY LLC
Contact Title:
Contact Name: BERT SCHWARZ
Address1:
Address2:
City:
State: NN
Zipcode:
Country Code: 999
Phone: (914) 643-9112
Phone Ext:
Email:
Fax:
Modified By: KCKEMP
Last Modified: 2015-02-25 13:55:59.740000000

Affiliation Information

Affiliation Type: 04

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Affiliation Name:		Facility Operator				
Affiliation Sub Type:		NNN				
Company:		MAVIS DISCOUNT TIRE				
Contact Title:						
Contact Name:		ADAM MEYER				
Address1:						
Address2:						
City:						
State:		NN				
Zipcode:						
Country Code:		001				
Phone:		(315) 295-0943				
Phone Ext:						
Email:						
Fax:						
Modified By:		KCKEMP				
Last Modified:		2015-02-25 13:48:30.077000000				

24	1 of 1	NNE	0.31 / 1,622.55	379.26 / -29	Feherrubbish Removal 526 State Fair Boulevard Syracuse NY 13204	SWF/LF
Active:	No				Owner Address:	7411 Eastgate Circle
Activity No:	[34M15]				Owner Addr2:	
Regltry Status:	Registration				Owner City:	Liverpool
Accuracy Code:	4.3 - Utilization of Digital Orthophoto Quads				Owner State:	NY
Auth No:	34M15				Owner ZIP:	13090
Auth Issue Dt:	3/3/2009				Owner Email:	larry@feherrubbish.com
Operator Name:	Larry Feher				Owner Phone:	3152630200
Operator Type:	Private				Contact Name:	Larry Feher
Expiration Date:					Contact Addr:	
Region:	7				Contact Addr2:	
County:	Onondaga				Contact City:	
East Coord:	403569				Contact State:	
North Coord:	4768285				Contact ZIP:	
Phone No:	3154220715				Contact Email:	larry@feherrubbish.com
Owner Name:	Larry Feher				Contact Phone:	3154220715
Owner Type:	Private					
Date of Last Inspection:	9/21/2017					
Activity Desc:	z Retired - RHRF - registration					
Waste Types:	Commingled Paper					
Status:	Inactive					

25	1 of 5	NNE	0.31 / 1,634.94	379.06 / -29	ENVIRONMENTAL PRODUCTS & SERVICES OF VERMONT INC 532 STATE FAIR BLVD SYRACUSE NY 13204	PCB
Site ID:	NYR000115733				Mail Street 1:	PO BOX 315
Receive Date:					Mail Street 2:	
Generator:	No				Mail Street No:	
Storer:	No				Mail City:	SYRACUSE
Transporter:	Yes				Mail State:	NY
Disposer:	No				Mail Zip:	13209
Research:	No				Mail Country:	US
Smelter:	No				Contact Name:	ROBERT T CLARKE
Cert Title:					Contact Title:	NA
Cert Date:	2/19/2008				Contact Phone:	315-451-6666
Cert Name:					Contact Phone Ext:	
Location Country:	US				Contact Email:	
State Name:	NEW YORK				Owner Name:	ENVIRONMENTAL PROD & SVCS OF VERMONT INC
Region:	2					

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
25	2 of 5	NNE	0.31 / 1,634.94	379.06 / -29	ENVIRONMENTAL PROD AND SVCS 532 STATE FAIR BLVD SYRACUSE NY 13204	PCB
Site ID:	NYD980761191				Mail Street 1: PO BOX 315	
Receive Date:					Mail Street 2:	
Generator:	Yes				Mail Street No:	
Storer:	Yes				Mail City: SYRACUSE	
Transporter:	Yes				Mail State: NY	
Disposer:	No				Mail Zip: 13209	
Research:	No				Mail Country: US	
Smelter:	No				Contact Name: TRACY DERRENBACHER	
Cert Title:					Contact Title:	
Cert Date:	9/25/2000				Contact Phone: 315-471-0503	
Cert Name:					Contact Phone Ext:	
Location Country:	US				Contact Email:	
State Name:	NEW YORK				Owner Name: ENVIRONMENTAL PROD AND SVCS	
Region:	2					

25	3 of 5	NNE	0.31 / 1,634.94	379.06 / -29	Environmental Products & Services of Vermont Inc 532 State Fair Boulevard Syracuse NY 13204	SWF/LF
Active:	Yes				Owner Address: P.O. Box 315	
Activity No:	[34T75]				Owner Addr2:	
Regltry Status:	Permit				Owner City: Syracuse	
Accuracy Code:					Owner State: NY	
Auth No:	7-3115-00193/00009				Owner ZIP: 13209	
Auth Issue Dt:	10/12/2017				Owner Email:	
Operator Name:	Environmental Products & Services of Vermont; Inc.				Owner Phone:	
Operator Type:	Private				Contact Name: Robert Clarke	
Expiration Date:	10/11/2027				Contact Addr: 532 State Fair Boulevard	
Region:	7				Contact Addr2:	
County:	Onondaga				Contact City: Syracuse	
East Coord:	404200				Contact State: NY	
North Coord:	4768400				Contact ZIP: 13204	
Phone No:	3154710305				Contact Email: bclarke@epsofvermont.com	
Owner Name:	Environmental Products & Services Inc				Contact Phone: 3154516666	
Owner Type:	Private					
Date of Last Inspection:	8/18/2017					
Activity Desc:	z Retired - Transfer station - permit					
Waste Types:	Asbestos (Friable);Industrial;Sludge (Industrial);Construction & Demolition Debris;Oil/Gas Drilling Waste;Petroleum Contaminated Soil;Asbestos (Non-Friable);Metals (Ferrous & Non-Ferrous)					
Status:	Active					

25	4 of 5	NNE	0.31 / 1,634.94	379.06 / -29	Environmental Products & Services of Vermont Inc 532 State Fair Boulevard Syracuse NY 13204	SWF/LF
Active:	Yes				Owner Address: P.O. Box 315	
Activity No:	[34T75]				Owner Addr2:	
Regltry Status:	Permit				Owner City: Syracuse	
Accuracy Code:					Owner State: NY	
Auth No:	7-3115-00193/00009				Owner ZIP: 13209	
Auth Issue Dt:	10/12/2017				Owner Email:	
Operator Name:	Environmental Products & Services of Vermont; Inc.				Owner Phone:	
Operator Type:	Private				Contact Name: Robert Clarke	
Expiration Date:	10/11/2027				Contact Addr: 532 State Fair Boulevard	
Region:	7				Contact Addr2:	
County:	Onondaga				Contact City: Syracuse	
East Coord:	404200				Contact State: NY	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
North Coord:	4768400				Contact ZIP: 13204	
Phone No:	3154710305				Contact Email: bclarke@epsofvermont.com	
Owner Name:	Environmental Products & Services Inc				Contact Phone: 3154516666	
Owner Type:	Private					
Date of Last Inspection:	7/12/2016					
Activity Desc:	z Retired - Household hazardous waste					
Waste Types:						
Status:	Active					

25	5 of 5	NNE	0.31 / 1,634.94	379.06 / -29	Environmental Products & Services of Vermont Inc 532 State Fair Boulevard Syracuse NY 13204	SWF/LF
Active:	Yes				Owner Address: P.O. Box 315	
Activity No:	[34T75]				Owner Addr2:	
Regltry Status:	Permit				Owner City: Syracuse	
Accuracy Code:					Owner State: NY	
Auth No:	7-3115-00193/00009				Owner ZIP: 13209	
Auth Issue Dt:	10/12/2017				Owner Email:	
Operator Name:	Environmental Products & Services of Vermont, Inc.				Owner Phone:	
Operator Type:	Private				Contact Name: Robert Clarke	
Expiration Date:	10/11/2027				Contact Addr: 532 State Fair Boulevard	
Region:	7				Contact Addr2:	
County:	Onondaga				Contact City: Syracuse	
East Coord:	404200				Contact State: NY	
North Coord:	4768400				Contact ZIP: 13204	
Phone No:	3154710305				Contact Email: bclarke@epsofvermont.com	
Owner Name:	Environmental Products & Services Inc				Contact Phone: 3154516666	
Owner Type:	Private					
Date of Last Inspection:						
Activity Desc:	z Retired - Waste oil storage; reprocessing or rerefining facility					
Waste Types:						
Status:	Active					

26	1 of 2	NE	0.32 / 1,700.37	377.81 / -30	DON ELLIOT'S TRUCK STOP 512 STATE FAIR BLVD SYRACUSE NY	LST
Spill No:	9103977				Spill Date: 1990-07-13 12:00:00	
Site ID:	151237				Rcvd Date: 1991-07-13 17:20:00	
DER Facility ID:	128542				CAC Date: 1991-10-04 00:00:00	
CID:					Insp Date:	
Program Type:	ER				Close Date: 1991-10-04 00:00:00	
SWIS Code:	3415				Create Date: 1991-07-15 00:00:00	
Contribute Factor:	Tank Failure				Update Date: 1991-10-04 00:00:00	
Water Body:					DEC Region: 7	
Source:	Commercial/Industrial				Lead DEC: MENASH	
Class:					Reported by: Citizen	
Meets Std:	True				Referred to:	
Penalty:	False				County: Onondaga	
REM Phase:	0				Latitude: 43.059366970	
After Hours:	True				Longitude: -76.181710930	
UST Trust:	False					
Caller Remark:						

OIL SPILL IN ABOVE GROUND TANK RESPONDED TO LAST YEAR. CONTAMINATION MISSED. 20000 GAL TANK LEAKING. ACE RUBBISH WILL VERIFY.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN 10/04/91: NO ACTION TAKEN.

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	DON ELLIOT'S	Spiller Country:	001
Spiller Address:	512 STATE FAIR BLVD	Contact Name:	
Spiller City:	SYRACUSE	Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	954747	Med Air:	False
OU:	01	Med in Air:	False
Material ID:	423088	Med GW:	True
Material Code:	0066A	Med SW:	False
Material Name:	unknown petroleum	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	False		

26	2 of 2	NE	0.32 / 1,700.37	377.81 / -30	CANNON TIRE 512 STATE FAIR BLVD SYRACUSE NY	LST
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Spill No:	9901575	Spill Date:	1999-05-11 08:00:00
Site ID:	151238	Rcvd Date:	1999-05-11 08:56:00
DER Facility ID:	128542	CAC Date:	
CID:	257	Insp Date:	
Program Type:	ER	Close Date:	2002-08-06 00:00:00
SWIS Code:	3415	Create Date:	1999-05-11 00:00:00
Contribute Factor:	Tank Overfill	Update Date:	2002-08-06 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	CFMANNES
Class:	C3	Reported by:	Other
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude:	43.059366970
After Hours:	False	Longitude:	-76.181710930
UST Trust:	True		
Caller Remark:			

during tank removals caller found contaminated soil appears to be from overfills *** caller cell number 315-263-3657 ****

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM NO DATA SUBMITTED, CONTAMINATION MAY EXIST

Spiller Information

Spiller Name:	MARK KINNEY	Spiller Zip:	
Spiller Company:	CANNON TIRE	Spiller Country:	001
Spiller Address:	512 STATE FAIR BLVD	Contact Name:	MARK KINNEY
Spiller City:	SYRACUSE	Contact Phone:	(716) 458-5780
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	1080326	Med Air:	False
OU:	01	Med in Air:	False
Material ID:	305111	Med GW:	False
Material Code:	0008	Med SW:	False
Material Name:	diesel	Med DW:	False

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
CAS No:					Med Sewer:	False
Material Family:	Petroleum				Med Surf:	False
Quantity:	.00				Med Subway:	False
Units:	G				Med Utility:	False
Recovered:	.00				Oxygenate:	
Med Soil:	True					
OP Unit ID:	1080326				Med Air:	False
OU:	01				Med in Air:	False
Material ID:	305112				Med GW:	False
Material Code:	0009				Med SW:	False
Material Name:	gasoline				Med DW:	False
CAS No:					Med Sewer:	False
Material Family:	Petroleum				Med Surf:	False
Quantity:	.00				Med Subway:	False
Units:	G				Med Utility:	False
Recovered:	.00				Oxygenate:	
Med Soil:	True					

[27](#) 1 of 2 NW 0.41 / 2,182.35 400.81 / -7 Central Auto Recycling Inc 1807 Erie Blvd. West Syracuse NY 13204 SWF/LF

Active:	Yes	Owner Address:	1807 Erie Boulevard West
Activity No:	[34V50012]	Owner Addr2:	
Regltry Status:		Owner City:	Syracuse
Accuracy Code:		Owner State:	NY
Auth No:	DMV #7022763	Owner ZIP:	13204
Auth Issue Dt:		Owner Email:	
Operator Name:		Owner Phone:	3154683454
Operator Type:		Contact Name:	Joseph F. Simon
Expiration Date:	9/17/2017	Contact Addr:	1807 Erie Blvd. West
Region:	7	Contact Addr2:	
County:	Onondaga	Contact City:	Syracuse
East Coord:	403236	Contact State:	NY
North Coord:	4767836	Contact ZIP:	13204-1155
Phone No:	3154683454	Contact Email:	sales@centralautorecycling.com
Owner Name:	Central Auto Recycling Inc	Contact Phone:	3154683454
Owner Type:	Private		
Date of Last Inspection:	8/23/2018		
Activity Desc:	VDF - large - registration		
Waste Types:			
Status:	Active		

[27](#) 2 of 2 NW 0.41 / 2,182.35 400.81 / -7 Central Auto Recycling Inc 1807 Erie Blvd. West Syracuse NY 13204 SWF/LF

Active:	Yes	Owner Address:	1807 Erie Boulevard West
Activity No:	[34V50012]	Owner Addr2:	
Regltry Status:	Registration	Owner City:	Syracuse
Accuracy Code:	4 - GIS Assisted	Owner State:	NY
Auth No:	34V50012	Owner ZIP:	13204
Auth Issue Dt:	9/17/2018	Owner Email:	
Operator Name:		Owner Phone:	3154683454
Operator Type:		Contact Name:	Joseph F. Simon
Expiration Date:	5/3/2023	Contact Addr:	1807 Erie Blvd. West
Region:	7	Contact Addr2:	
County:	Onondaga	Contact City:	Syracuse
East Coord:	402883	Contact State:	NY
North Coord:	4768107	Contact ZIP:	13204-1155
Phone No:	3154683454	Contact Email:	sales@centralautorecycling.com
Owner Name:	Central Auto Recycling Inc	Contact Phone:	3154683454
Owner Type:	Private		
Date of Last Inspection:	8/23/2018		
Activity Desc:	VDF - large - registration		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Waste Types: End of Life Vehicles;Waste Tire;Used Oil;Mercury Switches;Window Washing Fluid
Status: Active

28	1 of 1	ENE	0.45 / 2,362.85	378.05 / -30	DeGroot Automotive 962 Spencer St. Syracuse NY 13204	SWF/LF
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Active:	No	Owner Address:	PO Box 191
Activity No:		Owner Addr2:	
Regltry Status:		Owner City:	Baldwinsville
Accuracy Code:		Owner State:	NY
Auth No:		Owner ZIP:	13027
Auth Issue Dt:		Owner Email:	
Operator Name:		Owner Phone:	
Operator Type:		Contact Name:	
Expiration Date:		Contact Addr:	
Region:	7	Contact Addr2:	
County:	Onondaga	Contact City:	
East Coord:		Contact State:	
North Coord:		Contact ZIP:	
Phone No:	3156357159	Contact Email:	
Owner Name:	Edward DeGroot	Contact Phone:	
Owner Type:			
Date of Last Inspection:			
Activity Desc:	z Retired - Vehicle Dismantling Facility		
Waste Types:			
Status:	Inactive		

29	1 of 1	ENE	0.49 / 2,569.90	378.36 / -30	C.G. BOOM 945 SPENCER STREET SYRACUSE NY	LST
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Spill No:	9960054	Spill Date:	1999-09-16 12:00:00
Site ID:	239076	Rcvd Date:	1999-11-16 12:00:00
DER Facility ID:	196764	CAC Date:	
CID:		Insp Date:	
Program Type:	ER	Close Date:	2003-11-05 00:00:00
SWIS Code:	3415	Create Date:	2000-01-21 09:26:00
Contribute Factor:	Tank Overfill	Update Date:	2003-11-05 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	CFMANNES
Class:	C3	Reported by:	Other
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude:	43.058121520
After Hours:	False	Longitude:	-76.176738130
UST Trust:	False		
Caller Remark:			

UST CLOSURE REPORT INDICATES CONTAMINATION. STIP TO BE SENT

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM NO DATA PROVIDED TO DEC

Spiller Information

Spiller Name:	ALMA MCLAUGHLIN	Spiller Zip:	32931-
Spiller Company:	C.G. BOOM	Spiller Country:	001
Spiller Address:	17 WEST POINT DRIVE	Contact Name:	MS.ALMA MCLAUGHLIN
Spiller City:	COCOA BEACH, FL	Contact Phone:	
Spiller State:	NY	Contact Ext:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Material Information

OP Unit ID:	1093196	Med Air:	False
OU:	01	Med in Air:	False
Material ID:	290576	Med GW:	False
Material Code:	0001A	Med SW:	False
Material Name:	#2 fuel oil	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

<u>30</u>	1 of 1	SE	0.55 / 2,909.09	387.39 / -21	Roth Steel, Richmond Ave Richmond Ave Syracuse NY	SHWS
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Site Code:	56362	Site Code (GIS):	734077
HW Code:	734077	Site Class (GIS):	N
Site Class:	N	Address1 (GIS):	Richmond Ave
Site Address:	Richmond Ave	Address2 (GIS):	
City:	Syracuse	Locality (GIS):	Syracuse
ZIP:	13204-	ZIP Code (GIS):	13204-
County:	Onondaga	County (GIS):	Onondaga
SWIS:	3415	Town (GIS):	Syracuse (c)
Region:	7	Region (GIS):	7
Town:	Syracuse (c)	X Coord (GIS):	404143.39701
Acres:		Y Coord (GIS):	4767063.10749
Record Added:	1999-11-18 12:00:00	Method:	4.3
Record Update:	2004-07-12 11:25:00	Accuracy:	0 to 10 meters
Updated by:	tefiato	Accuracy Unit:	
Latitude:	43.050213641	Latitude (GIS):	
Longitude:	-76.176987242	Longitude (GIS):	
Site Name:	Roth Steel, Richmond Ave		
Site Name (GIS):	Roth Steel, Richmond Ave		
Site Class Desc (GIS):			
Site Class Desc:			
Program:	HW		
Program Desc:	HW		
Assess DOH:			
Source of Data:			
Description:			

Description Not Available

Assessment:

<u>31</u>	1 of 1	NE	0.65 / 3,409.25	373.14 / -35	Roth Steel Site 800 Hiawatha Blvd. West Syracuse NY	SHWS
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Site Code:	57168	Site Code (GIS):	734083
HW Code:	734083	Site Class (GIS):	N
Site Class:	N	Address1 (GIS):	800 Hiawatha Blvd. West
Site Address:	800 Hiawatha Blvd. West	Address2 (GIS):	
City:	Syracuse	Locality (GIS):	Syracuse
ZIP:	13204	ZIP Code (GIS):	13204
County:	Onondaga	County (GIS):	Onondaga
SWIS:	3415	Town (GIS):	Syracuse (c)
Region:	7	Region (GIS):	7
Town:	Syracuse (c)	X Coord (GIS):	404029.00006
Acres:	23.000	Y Coord (GIS):	4768238.99991
Record Added:	2003-04-04 11:52:00	Method:	4.3
Record Update:	2018-02-20 15:44:00	Accuracy:	0 to 10 meters
Updated by:	HDWARNER	Accuracy Unit:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Latitude:	43.060785858				Latitude (GIS):	
Longitude:	-76.178594341				Longitude (GIS):	
Site Name:		Roth Steel Site				
Site Name (GIS):		Roth Steel Site				
Site Class Desc (GIS):						
Site Class Desc:						
Program:		HW				
Program Desc:		HW				
Assess DOH:		As information for this site becomes available, it will be reviewed by the NYSDOH to determine if site contamination presents public health exposure concerns.				

Source of Data:

Description:

This site entered the BCP Program on 1/21/2016. See site C734083. Location: The Roth Steel Site is located at 800 Hiawatha Boulevard, Syracuse, Onondaga County, NY. The site occupies approximately 23 acres of land and is bound to the north by Onondaga Lake, to the northeast by the Metropolitan Wastewater Treatment Plant, to the west by commercial property, and to the south and southeast by Hiawatha Boulevard. Site Features: There are various buildings and metal processing equipment located on the site, including an office building, maintenance shop, shredder, and an Eddy Current Sorter. The center of the site contains a manmade, unlined pond that receives stormwater pumped from the shredder area. Current Zoning and Land Use: The site is currently inactive and zoned for industrial use. Land uses surrounding the site generally consist of business districts with mixed commercial and industrial properties to the south, west and east. Past Use of the Site: The site was used as a metal recycling facility from approximately 1967 to 2014. Discarded automobiles were shredded and processed to recover the metals. Non-ferrous metals were separated from the non-metallic materials or automobile shredder residue (ASR). Historically, ASR was buried in two small areas (referred to as Cell #1 and Cell #2) located on the northwest end of the site near a rail spur. Consent Order D7-1015-11-04 was issued December 28, 2007, between Roth Steel Corporation and the New York State Department of Environmental Conservation (NYSDEC). Requirements of the CO include solid waste and petroleum investigations to determine if any contaminants are being released or migrating from two shredder fluff cells into waters of the state and/or from on-site soil or groundwater. Consent Order R7-20121101-89 was issued on January 31, 2013, and involved the removal of an ASR pile adjacent to the ponded area. An investigation was performed at the site beginning in summer 2010. The Site Investigation Report was submitted in June 2013. Site Geology and Hydrology: The site is located in a former area of extensive natural shoreline and lowland deposits consisting of marl and organic vegetation, covered by anthropogenic fill, consisting of poorly sorted gravel-sized material with lesser quantities of sand and silt. A layer of concrete, used for stabilization purposes, is found in many locations across the site. Solvay waste deposit was encountered between 8 and 12 ft below ground surface during the site investigation across most of the site. Groundwater flows in a northwesterly direction toward Onondaga lake and is encountered approximately 1 to 4 feet below grade.

Assessment:

Shallow soil samples collected in 2008 as part of a preliminary site investigation revealed low levels of PCBs in site soils. Additional soil and groundwater investigations conducted in July 2010 revealed both PCB and lead contamination in both soil and groundwater above standards. The onsite lagoon contained concentrations of PCBs and lead in sediment up to 38 and 1,370 parts per million (ppm), respectively. Soil samples collected from two borings installed in the vicinity of the former Eddy Sorter contained concentrations of PCBs of up to 1,187 ppm, which exceeds the NY State hazardous waste threshold limit of 50 ppm. Automobile Shredder Residue (ASR) is also present at various locations onsite: in and along the pond area; in several above-ground piles; and in two below-ground cells approximately 1+ acre in size located in the northwestern area of the site. PCBs were detected up to 85 ppm in surface soils located below former ASR piles adjacent to the pond area. The below-ground cells reportedly contain PCBs at concentrations of up to 129 ppm. Groundwater immediately downgradient of the lagoon area contained concentrations of PCBs and lead at 5 and 0.1 ppb, respectively, and PCBs have been detected in downgradient monitoring wells up to 5 ppb. The site is being managed under a Consent Order. The draft Site Investigation Report was rejected by the Department in November 2013. In Spring 2014, the previous owner declared bankruptcy, and the site is currently being managed by the trustee.

Owner Information

Seq No:	0000001	Owner Street:	800 Hiawatha Blvd. West
Sub Type:	03	Owner Street 2:	
Own Op:	01	Owner City:	Syracuse
Owner Name:		Owner State:	NY
Country:	United States of America	Owner Zip:	13204
Owner Co.:	Roth Steel Corporation		

32	1 of 1	NW	0.66 / 3,469.63	393.13 / -15	Willis Avenue - Former Ball Field 585 State Fair Blvd. South Syracuse NY	SHWS
Site Code:	58957	Site Code (GIS):	734072			
HW Code:	734072	Site Class (GIS):	02			
Site Class:	02	Address1 (GIS):	585 State Fair Blvd. South			
Site Address:	585 State Fair Blvd. South	Address2 (GIS):				
City:	Syracuse	Locality (GIS):	Syracuse			
ZIP:	13204	ZIP Code (GIS):	13204			
County:	Onondaga	County (GIS):	Onondaga			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
SWIS:	3432				Town (GIS): Geddes	
Region:	7				Region (GIS): 7	
Town:	Geddes				X Coord (GIS): 402590.84000	
Acres:	10.000				Y Coord (GIS): 4768602.23900	
Record Added:	1999-11-18 12:00:00				Method: 4.3	
Record Update:	2018-07-13 13:42:00				Accuracy: 0 to 10 meters	
Updated by:	DJHESLER				Accuracy Unit:	
Latitude:	43.063872870				Latitude (GIS):	
Longitude:	-76.196315854				Longitude (GIS):	
Site Name:	Willis Avenue - Former Ball Field					
Site Name (GIS):	Willis Avenue - Former Ball Field					
Site Class Desc (GIS):	This classification is assigned to a site at which:					

a. the disposal of hazardous waste has been confirmed and the presence of such hazardous waste or its components or breakdown products represents a significant threat to public health or the environment: or
b. hazardous waste disposal has not been confirmed, but the site has been listed on the Federal National Priorities List (NPL).

Site Class Desc: This classification is assigned to a site at which:

a. the disposal of hazardous waste has been confirmed and the presence of such hazardous waste or its components or breakdown products represents a significant threat to public health or the environment: or
b. hazardous waste disposal has not been confirmed, but the site has been listed on the Federal National Priorities List (NPL).

Program: HW

Program Desc: HW

Assess DOH: No one is expected to come into contact with contaminants in the groundwater from this site since public water is supplied to the area. There is a potential for trespassers to come into contact with contaminated surface soils, however, crushed stone and dense vegetation cover the site. The potential for exposures associated with soil vapor intrusion has been investigated and it was determined no further action is required.

Source of Data:

Description:

Location: The Willis Avenue Ballfield site is located in an urban area adjacent to Willis Avenue and State Fair Boulevard in the Town of Geddes. Site Features: The site is a fairly flat area and groundwater flows to the north/northeast toward Onondaga Lake. Current Use: The western half of the site is a vacant lot and the remaining area is a commercial facility. The surrounding area consists of industrial facilities. Historical Use: The site lies within an area known to have been used by Honeywell (or their predecessors) during the 1920s for the disposal of Solvay Waste. The area was used as a baseball field in the 1960s - 1970s by employees of the Willis Avenue plant. Information received from a third party indicates that this site was used as a dumping ground by Honeywell's predecessors. Dumping of laboratory items such as test tubes, beakers, powders, and unknown chemicals allegedly occurred here in the 1930s - 1940s. Barrels and other miscellaneous debris have also been dumped in the area. In addition, the nearby former Allied Chemical Main Plant facility may have disposed of any of the following (or their by-products) in the area: soda ash, benzene, toluene, xylene, chlorobenzene, caustic soda, liquid chlorine, hydrochloric acid, and phenol. Honeywell performed a Preliminary Site Assessment (PSA) on the site and is currently performing a Remedial Investigation / Feasibility Study (RI/FS). Test pits, borings, and other observations during the PSA and RI field work have confirmed that wastes were dumped at the site. Test pit excavations detected the presence of cinders, ash, construction and demolition debris, tarry materials, diaphragm cells, beakers and other glassware, rusted drums and drum pieces, possible laboratory wastes and powders, and other miscellaneous debris. Odors were noted in select areas during PSA and RI field work, as well as elevated Photo Ionization Detection (PID) and mercury vapor readings. Investigations at the site have detected elevated levels of chlorinated benzenes, xylenes, naphthalene and other PAHs, mercury and other metals, and PCBs in soils. Groundwater also has elevated levels of mercury and benzene present.

Assessment:

Based upon the PSA and RI investigations to date, it appears that waste was heterogeneously disposed across the whole area of the site (from approximately 0-20 ft below ground surface (bgs)) with the primary contaminants of concern being chlorinated benzenes, naphthalene, PCBs, mercury, and chromium. In soil/waste samples collected from test pits and borings the following compounds were detected above the Part 375 industrial use soil cleanup objectives (SCO): 1,2,4-trimethylbenzene (at concentrations up to 780 ppm, SCO of 380 ppm), naphthalene (up to 5,100 ppm, SCO of 1000 ppm), hexachlorobenzene (up to 40 ppm, SCO of 12 ppm), PCBs (up to 580 ppm, SCO of 25 ppm), mercury (up to 1760 ppm, SCO of 5.7 ppm), and chromium (up to 8350 ppm, SCO of 6800 ppm). Contaminants in the groundwater (from approximately 15 to 60 ft bgs) that exceeded groundwater standards or guidance values (TOGS 1.1.1) included benzene (up to 110 ppb, standard of 1 ppb), chlorobenzene (up to 7 ppb, standard of 5 ppb), toluene (up to 57 ppb, standard of 5 ppb), 1,2-dichlorobenzene (up to 29 ppb, standard of 3 ppb), 1,4-dichlorobenzene (up to 98 ppb, standard of 3 ppb), phenol (up to 13,000 ppb, standard of 1 ppb), chromium (up to 431 ppb, standard of 50 ppb), lead (up to 682 ppb, standard of 25 ppb), and mercury (up to 31 ppb, standard of 0.7 ppb). Groundwater is located at approximately 15 to 20 ft below ground surface and primarily flows to the north/northeast toward Onondaga Lake, and the barrier wall and groundwater collection system installed adjacent to the lake. Onondaga Lake is approximately 500 feet north of the site. The site presents a significant environmental threat due to soil contamination and ongoing releases to the groundwater.

Materials Information

Waste Name: CHLOROBENZENE **Waste Quantity:** UNKNOWN
Waste Code:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Waste Name: Waste Code:	MERCURY				Waste Quantity: UNKNOWN	
Waste Name: Waste Code:	POLYCHLORINATED BIPHENYLS (PCB)				Waste Quantity: UNKNOWN	
Waste Name: Waste Code:	NAPHTHALENE				Waste Quantity: UNKNOWN	
Waste Name: Waste Code:	BENZENE				Waste Quantity: UNKNOWN	
Waste Name: Waste Code:	CHROMIUM				Waste Quantity: UNKNOWN	
Waste Name: Waste Code:	HEXACHLOROBENZENE				Waste Quantity: UNKNOWN	

Owner Information

Seq No: Sub Type: Own Op: Owner Name: Country: Owner Co.:	0000002 05 01 Rick Austin United States of America Butler Fence				Owner Street: Owner Street 2: Owner City: Owner State: Owner Zip:	536 State Fair Blvd Syracuse NY 13204
Seq No: Sub Type: Own Op: Owner Name: Country: Owner Co.:	0000001 T03 19 Samual Sage United States of America Atlantic States Legal Foundation				Owner Street: Owner Street 2: Owner City: Owner State: Owner Zip:	658 West Onondaga Street Syracuse NY 13204
Seq No: Sub Type: Own Op: Owner Name: Country: Owner Co.:	0000002 B99 19 Diane Carlton United States of America NYSDEC				Owner Street: Owner Street 2: Owner City: Owner State: Owner Zip:	615 Erie Boulevard, West Syracuse NY 13204
Seq No: Sub Type: Own Op: Owner Name: Country: Owner Co.:	0000001 01 01 Alfred Labuz United States of America Honeywell International				Owner Street: Owner Street 2: Owner City: Owner State: Owner Zip:	301 Plainfield Road, Suite 330 Syracuse NY 13212
Seq No: Sub Type: Own Op: Owner Name: Country: Owner Co.:	0000003 NNN 19 United States of America Onondaga County Public Library				Owner Street: Owner Street 2: Owner City: Owner State: Owner Zip:	447 South Salina Street Syracuse NY 13204

HW Extra Information

Dump: Structure: Lagoon: Landfill: Pond: Disposal Start: Disposal Terminate:	False False False False False 				Dell: Updated By: Record Added: Record Updated: Latitude: Longitude:	False Idennist 1999-11-18 12:00:00 2012-10-02 16:45:00 00:00:00:0 00:00:00:0
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Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Projects Information

Project Code:	01	Code Name:	Site Characterization
Project Desc:	Site Caracterization	Operable Unit ID:	2245
Project Refer Name:		Operable Unit:	01
End Date:	2002-03-12 00:00:00	Operable Unit Desc:	Remedial Program
End Status:	ACT		

33	1 of 1	WNW	0.77 / 4,052.66	425.07 / 17	POLYPURE INC 1400 MILTON AVE SOLVAY NY 13209	RCRA CORRACTS
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EPA Handler ID: NYD980593149
Gen Status Universe: No Report
Contact Name:
Contact Address: PO BOX 500, , SOLVAY, NY, 13209, US
Contact Phone No and Ext:
Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date:

Event/Area Details

Area Name: SITEWIDE
Event Code: CA050
Corrective Action Event Descri: RFA COMPLETED
Actual Date of Event: 19940117
Orig Sched Event Date:
New Sched Event Date:
Best Date: 19940117
Groundwater Release Indicator: Yes
Soil Release Indicator: Yes
Air Release Indicator: Yes
Surface Waste Release Ind: Yes
Event Responsible Agency: EPA

Area Name: SITEWIDE
Event Code: CA550NR
Corrective Action Event Descri: REMEDY CONSTRUCTION-NO REMEDY CONSTRUCTED
Actual Date of Event: 20120420
Orig Sched Event Date:
New Sched Event Date:
Best Date: 20120420
Groundwater Release Indicator: Yes
Soil Release Indicator: Yes
Air Release Indicator: Yes
Surface Waste Release Ind: Yes
Event Responsible Agency: State

Area Name: SITEWIDE
Event Code: CA999NF
Corrective Action Event Descri: CA PROCESS IS TERMINATED-NO FURTHER ACTION
Actual Date of Event: 20120420
Orig Sched Event Date:
New Sched Event Date:
Best Date: 20120420
Groundwater Release Indicator: Yes
Soil Release Indicator: Yes
Air Release Indicator: Yes
Surface Waste Release Ind: Yes
Event Responsible Agency: State

Area Name: SITEWIDE
Event Code: CA772GC

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Corrective Action Event Descri:		INSTITUTIONAL CONTROLS ESTABLISHED-GOVERNMENTAL CONTROL				
Actual Date of Event:		20130129				
Orig Sched Event Date:						
New Sched Event Date:						
Best Date:		20130129				
Groundwater Release Indicator:		Yes				
Soil Release Indicator:		Yes				
Air Release Indicator:		Yes				
Surface Waste Release Ind:		Yes				
Event Responsible Agency:		State				
Area Name:		SITEWIDE				
Event Code:		CA075LO				
Corrective Action Event Descri:		CA PRIORITIZATION-LOW CA PRIORITY				
Actual Date of Event:		19940126				
Orig Sched Event Date:		19940331				
New Sched Event Date:						
Best Date:		19940126				
Groundwater Release Indicator:		Yes				
Soil Release Indicator:		Yes				
Air Release Indicator:		Yes				
Surface Waste Release Ind:		Yes				
Event Responsible Agency:		EPA				
Area Name:		SITEWIDE				
Event Code:		CA750YE				
Corrective Action Event Descri:		RELEASE TO GW CONTROLLED DETERMINATION-YES, APPLICABLE AS OF THIS DATE				
Actual Date of Event:		20120109				
Orig Sched Event Date:						
New Sched Event Date:						
Best Date:		20120109				
Groundwater Release Indicator:		Yes				
Soil Release Indicator:		Yes				
Air Release Indicator:		Yes				
Surface Waste Release Ind:		Yes				
Event Responsible Agency:		State				
Area Name:		SITEWIDE				
Event Code:		CA070YE				
Corrective Action Event Descri:		DETERMINATION OF NEED FOR AN INVESTIGATION-INVESTIGATION IS NECESSARY				
Actual Date of Event:		19940719				
Orig Sched Event Date:						
New Sched Event Date:						
Best Date:		19940719				
Groundwater Release Indicator:		Yes				
Soil Release Indicator:		Yes				
Air Release Indicator:		Yes				
Surface Waste Release Ind:		Yes				
Event Responsible Agency:		EPA				
Area Name:		SITEWIDE				
Event Code:		CA725YE				
Corrective Action Event Descri:		HUMAN EXPOSURES CONTROLLED DETERMINATION-YES, APPLICABLE AS OF THIS DATE				
Actual Date of Event:		20120109				
Orig Sched Event Date:						
New Sched Event Date:						
Best Date:		20120109				
Groundwater Release Indicator:		Yes				
Soil Release Indicator:		Yes				
Air Release Indicator:		Yes				
Surface Waste Release Ind:		Yes				
Event Responsible Agency:		State				
Area Name:		SITEWIDE				
Event Code:		CA400				
Corrective Action Event Descri:		REMEDY DECISION				
Actual Date of Event:		20120420				
Orig Sched Event Date:						
New Sched Event Date:						

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Best Date: 20120420
Groundwater Release Indicator: Yes
Soil Release Indicator: Yes
Air Release Indicator: Yes
Surface Waste Release Ind: Yes
Event Responsible Agency: State

Area Name: SITEWIDE
Event Code: CA800YE
Corrective Action Event Descri: READY FOR ANTICIPATED USE DETERMINATION - READY FOR ANTICIPATED USE
Actual Date of Event: 20130129
Orig Sched Event Date:
New Sched Event Date:
Best Date: 20130129
Groundwater Release Indicator: Yes
Soil Release Indicator: Yes
Air Release Indicator: Yes
Surface Waste Release Ind: Yes
Event Responsible Agency: State

Violation/Evaluation Summary

Note: VIOLATION or UNDETERMINED: There are VIOLATION or UNDETERMINED details or records associated with this facility (EPA ID) in the Compliance Monitoring and Enforcement table dated Aug, 2018.

Violation Details

Citation:
Violation Short Description: Generators - General
Violation Determined Date: 19830926
Return to Compliance Date: 19840430
Violation Responsible Agency: State

Violation Details

Citation:
Violation Short Description: Generators - General
Violation Determined Date: 19860723
Return to Compliance Date: 19860823
Violation Responsible Agency: State

Enforcement Details

Enforcement Type Description: WRITTEN INFORMAL
Enforcement Action Date: 19860723
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Evaluation Details

Evaluation Start Date: 19870113
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19860723
Evaluation Type Description: FINANCIAL RECORD REVIEW
Violation Short Description: Generators - General

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Return to Compliance Date:	19860823					
Evaluation Agency:	State					
Evaluation Start Date:	19840926					
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE					
Violation Short Description:						
Return to Compliance Date:						
Evaluation Agency:	State					
Evaluation Start Date:	19830926					
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE					
Violation Short Description:	Generators - General					
Return to Compliance Date:	19840430					
Evaluation Agency:	State					

Handler Summary

Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Injection Activity:	No
Commercial TSD:	No
Used Oil Transporter:	No
Used Oil Transfer Facility:	No
Used Oil Processor:	No
Used Oil Refiner:	No
Used Oil Burner:	No
Used Oil Market Burner:	No
Used Oil Spec Marketer:	No

Hazardous Waste Handler Details

Sequence No:	3
Receive Date:	20070101
Handler Name:	POLYPURE INC
Generator Status Universe:	No Report
Source Type:	I

Hazardous Waste Handler Details

Sequence No:	2
Receive Date:	20060101
Handler Name:	POLYPURE INC
Generator Status Universe:	No Report
Source Type:	I

Hazardous Waste Handler Details

Sequence No:	1
Receive Date:	19990708
Handler Name:	POLYPURE INC
Generator Status Universe:	No Report
Source Type:	I

Hazardous Waste Handler Details

Sequence No:	1
Receive Date:	19920228
Handler Name:	POLYPURE SRL, RHONE-POULENE
Generator Status Universe:	No Report

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Source Type: R

Hazardous Waste Handler Details

Sequence No: 1
 Receive Date: 19801119
 Handler Name: POLYPURE INC
 Generator Status Universe: No Report
 Source Type: A

Waste Code Details

Hazardous Waste Code: D000
Waste Code Description: DESCRIPTION

Hazardous Waste Code: D001
Waste Code Description: IGNITABLE WASTE

Hazardous Waste Code: D002
Waste Code Description: CORROSIVE WASTE

Hazardous Waste Code: D003
Waste Code Description: REACTIVE WASTE

Hazardous Waste Code: D004
Waste Code Description: ARSENIC

Hazardous Waste Code: F002
Waste Code Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROENZENE, 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.

Hazardous Waste Code: F003
Waste Code Description: 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.

Hazardous Waste Code: F005
Waste Code Description: 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.

Hazardous Waste Code: F007
Waste Code Description: SPENT CYANIDE PLATING BATH SOLUTIONS FROM ELECTROPLATING OPERATIONS.

Hazardous Waste Code: U117
Waste Code Description: ETHANE, 1,1'-OXYBIS-(I) (OR) ETHYL ETHER (I)

Hazardous Waste Handler Details

Sequence No: 1
 Receive Date: 19800813
 Handler Name: POLYPURE INC
 Generator Status Universe: No Report

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Source Type:		N				
<u>Waste Code Details</u>						
Hazardous Waste Code:		D000				
Waste Code Description:		DESCRIPTION				
Hazardous Waste Code:		D001				
Waste Code Description:		IGNITABLE WASTE				
Hazardous Waste Code:		D002				
Waste Code Description:		CORROSIVE WASTE				
Hazardous Waste Code:		D003				
Waste Code Description:		REACTIVE WASTE				
Hazardous Waste Code:		D004				
Waste Code Description:		ARSENIC				
Hazardous Waste Code:		F001				
Waste Code Description:		THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING: TETRACHLOROETHYLENE, TRICHLOROETHYLENE, METHYLENE CHLORIDE, 1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE AND CHLORINATED FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING 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 F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.				
Hazardous Waste Code:		F002				
Waste Code Description:		THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROENZENE, 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.				
Hazardous Waste Code:		F003				
Waste Code Description:		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.				
Hazardous Waste Code:		F005				
Waste Code Description:		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.				
Hazardous Waste Code:		F007				
Waste Code Description:		SPENT CYANIDE PLATING BATH SOLUTIONS FROM ELECTROPLATING OPERATIONS.				
Hazardous Waste Code:		U002				
Waste Code Description:		2-PROPANONE (I) (OR) ACETONE (I)				
Hazardous Waste Code:		U003				
Waste Code Description:		ACETONITRILE (I,T)				
Hazardous Waste Code:		U007				
Waste Code Description:		2-PROPENAMIDE (OR) ACRYLAMIDE				
Hazardous Waste Code:		U008				
Waste Code Description:		2-PROPENOIC ACID (I) (OR) ACRYLIC ACID (I)				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Hazardous Waste Code:		U031				
Waste Code Description:		1-BUTANOL (I) (OR) N-BUTYL ALCOHOL (I)				
Hazardous Waste Code:		U080				
Waste Code Description:		METHANE, DICHLORO- (OR) METHYLENE CHLORIDE				
Hazardous Waste Code:		U092				
Waste Code Description:		DIMETHYLAMINE (I) (OR) METHANAMINE, N-METHYL- (I)				
Hazardous Waste Code:		U112				
Waste Code Description:		ACETIC ACID, ETHYL ESTER (I) (OR) ETHYL ACETATE (I)				
Hazardous Waste Code:		U117				
Waste Code Description:		ETHANE, 1,1'-OXYBIS-(I) (OR) ETHYL ETHER (I)				
Hazardous Waste Code:		U122				
Waste Code Description:		FORMALDEHYDE				
Hazardous Waste Code:		U154				
Waste Code Description:		METHANOL (I) (OR) METHYL ALCOHOL (I)				

34	1 of 1	NE	0.81 / 4,271.84	371.11 / -37	NM - Syracuse Hiawatha Blvd. MGP Hiawatha Blvd Syracuse NY	SHWS
Site Code:	56353				Site Code (GIS):	734059
HW Code:	734059				Site Class (GIS):	A
Site Class:	A				Address1 (GIS):	Hiawatha Blvd
Site Address:	Hiawatha Blvd				Address2 (GIS):	
City:	Syracuse				Locality (GIS):	Syracuse
ZIP:	13202-				ZIP Code (GIS):	13202-
County:	Onondaga				County (GIS):	Onondaga
SWIS:	3415				Town (GIS):	Syracuse (c)
Region:	7				Region (GIS):	7
Town:	Syracuse (c)				X Coord (GIS):	404292.40677
Acres:	23.000				Y Coord (GIS):	4768640.82236
Record Added:	1999-11-18 12:00:00				Method:	4.3
Record Update:	2018-03-14 09:00:00				Accuracy:	0 to 10 meters
Updated by:	AMOMOROG				Accuracy Unit:	
Latitude:	43.064436780				Latitude (GIS):	
Longitude:	-76.175429300				Longitude (GIS):	
Site Name:	NM - Syracuse Hiawatha Blvd. MGP					
Site Name (GIS):	NM - Syracuse Hiawatha Blvd. MGP					
Site Class Desc (GIS):						
Site Class Desc:						
Program:	HW					
Program Desc:	HW					
Assess DOH:						
Source of Data:						
Description:						

Location: The NM Hiawatha Boulevard Former MGP Site is located in an industrial area at the southeast end of Onondaga Lake, within the City of Syracuse, Onondaga County, New York. The former MGP was situated on the northern portion of property currently owned by Onondaga County and occupied by the Metropolitan Sewage Treatment Plant. Site Features: Much of the site is currently occupied by sewage treatment structures. The remainder of the site is primarily covered by driveways, paved parking lots, and a county maintenance building. Current Zoning/Use(s): The site is currently an active sewage treatment facility operated by Onondaga County and is zoned for commercial/industrial use. The surrounding parcels are currently used for a combination of retail, commercial, or light industrial activities. The nearest residential area is 0.43 miles south on Pulaski Street. Past Use of the Site: In the late 1800s, the site was used as a fill area for solvay process waste. Later a fertilizer manufacturer, the Syracuse Reduction and Manufacturing Company, operated on this site in the early 1900s. Manufactured gas was produced at this site from 1924 through 1953 using both the coal gasification and carburetted water gas processes by the Syracuse Lighting Company. Site Geology and Hydrgeology: Subsurface investigations have identified four principle geologic units of interest. Various fill materials were found in a thickness ranging from 2-5 feet, underlain by Solvay process waste ranging from 2 to 12 feet thick. Native silty fine to course sand was found in thickness ranging from 30-50 feet below the Solvay waste. Below the silty sand unit, a silt/clay unit was encountered and continued to depths of 130 feet below grade, in certain areas. Groundwater levels vary between 5 and 10 below grade and flow generally from southeast to northwest.

Assessment:

Nature and Extent of Contamination: Prior to Remediation Based upon investigations conducted to date, the primary contaminants of concern at the site,

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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related to the former MGP, include residual NAPL-coal tar, BTEX, PAHS (primarily naphthalene) and cyanide. Soil - Coal tar is found generally near the footprint of the former MGP buildings and extending to depths of 25 feet below grade. The coal tar has mixed with the solvay waste material which was used as fill material for this once low lying area. Total PAHs in soil were found as high as 47,000 ppm. Groundwater - Coal tar and its associated constituents (BTEX,PAHs, cyanide) are also found in groundwater in the area of the former MGP foot print and extending with the groundwater flow direction toward the barge canal. Contaminants of concern moderately exceed the groundwater standards, but have not been found in surface water(NYS Barge Canal). Benzene concentrations were found as high as 12,000 ppb.

Materials Information

Waste Name:	NAPHTHALENE	Waste Quantity:	UNKNOWN
Waste Code:			
Waste Name:	COAL TAR	Waste Quantity:	UNKNOWN
Waste Code:			
Waste Name:	BENZENE	Waste Quantity:	UNKNOWN
Waste Code:			

HW Extra Information

Dump:	True	Dell:	False
Structure:	False	Updated By:	Idennist
Lagoon:	False	Record Added:	1999-11-18 12:00:00
Landfill:	False	Record Updated:	2012-10-02 16:30:00
Pond:	False	Latitude:	00:00:00:0
Disposal Start:		Longitude:	00:00:00:0
Disposal Terminate:			

Projects Information

Project Code:	01	Code Name:	Site Characterization
Project Desc:	Site Caracterization	Operable Unit ID:	2232
Project Refer Name:		Operable Unit:	01
End Date:	1998-11-16 00:00:00	Operable Unit Desc:	REMEDIAL PROGRAM
End Status:	ACT		
Project Code:	04	Code Name:	Remedial Design
Project Desc:	Remedial Design	Operable Unit ID:	2232
Project Refer Name:	Groundwater Bioremediation	Operable Unit:	01
End Date:	2018-03-02 00:00:00	Operable Unit Desc:	REMEDIAL PROGRAM
End Status:	ACT		
Project Code:	05	Code Name:	Remedial Action
Project Desc:	Remedial Action	Operable Unit ID:	2233
Project Refer Name:		Operable Unit:	01A
End Date:	2002-06-07 00:00:00	Operable Unit Desc:	POTW Soil Removal
End Status:	ACT		
Project Code:	02	Code Name:	Remedial Investigation
Project Desc:	Remedial Investigation	Operable Unit ID:	2232
Project Refer Name:		Operable Unit:	01
End Date:	2010-03-31 00:00:00	Operable Unit Desc:	REMEDIAL PROGRAM
End Status:	ACT		
Project Code:	04	Code Name:	Remedial Design
Project Desc:	Remedial Design	Operable Unit ID:	2233
Project Refer Name:		Operable Unit:	01A
End Date:	2001-04-02 00:00:00	Operable Unit Desc:	POTW Soil Removal
End Status:	ACT		
Project Code:	04	Code Name:	Remedial Design
Project Desc:	Remedial Design	Operable Unit ID:	2232
Project Refer Name:		Operable Unit:	01
End Date:	2011-09-28 00:00:00	Operable Unit Desc:	REMEDIAL PROGRAM
End Status:	ACT		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
35	1 of 1	NE	0.81 / 4,273.33	371.15 / -37	NiMo, Hiawatha Gas Hiawatha Blvd. Syracuse 13202 NY	HSWDS

Reg Site ID: N
Site No:
EPA ID: NYD980664213
Is Site Active?: Unknown
Registry: N
Years of Operation: 1849 to 1930's
RCRA: Unknown
HRS Score: U
HRS Date: U
Acres: 0.00
Site Code: 2A
Site Code Desc: Coal Gasification Plant
Owner: Publ Utily
Owner Name: Niagara Mohawk
Owner Address: 300 Erie Blvd. West
Syracuse
Owner Telephone: (315)474-1511
Operator: Publ Utily
Operator Name: U
Operator Address: U
Operator Telephone: U
Completed Investigation: PA
Samples Collected: Surface Soil
Threat to Env/Public Health?: E/P
Surface Water Contamination?: Unknown
Groundwater Contamination?: Unknown
Drinking Water Contam?: Unknown
Surface Water Class: U
Groundwater Class: U
Active Drinking Water Supply?: Unknown
Hazard Substance Exposed?: Unknown
Controlled Site Access?: Yes
Ambient Air Contamination?: N
Threat of Direct Contact?: No
Doc Fish/Wildlife Mortality?: Unknown
Impact on Special Status?: Unknown
TCLP:
Surface Water: nearest water: 15ft northwest
Groundwater: nearest ground water depth: 10ft
Drinking Water:
Fish or Wildlife Mortality:
Fish or Wildlife Resource:
Building:
Hazard Substance Disposed: Chromium, possible coal tar residues.
Air:
Surface Water:
Surface Soil:
Waste:
EP Toxicity:
Groundwater:
Sediment:
Subsurface Soil:
Leachate:
Regulatory Agencies Involved: USEPA
Onondaga County Health Dept.
Preparer: Julia Slack
Engineering Aide
NYSDEC
March 29, 1994
Nominated by:
Describe the Site: The site, which was formerly a coal gasification plant, may have many hazardous substances due to the processes; there were no records of disposal on the site. This site is under consent order.
Describe the Threat:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Mill scale wastes contain a high concentration of chromium. The potential exists for contaminant migration.

36	1 of 1	NW	0.84 / 4,432.56	395.39 / -13	Waste Bed B/Harbor Brook Area 533 and 555 State Fair Blvd Syracuse NY	SHWS
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Site Code:	57672	Site Code (GIS):	734075
HW Code:	734075	Site Class (GIS):	02
Site Class:	02	Address1 (GIS):	533 and 555 State Fair Blvd
Site Address:	533 and 555 State Fair Blvd	Address2 (GIS):	
City:	Syracuse	Locality (GIS):	Syracuse
ZIP:	13209-	ZIP Code (GIS):	13209-
County:	Onondaga	County (GIS):	Onondaga
SWIS:	3432	Town (GIS):	Geddes
Region:	7	Region (GIS):	7
Town:	Geddes	X Coord (GIS):	402887.38009
Acres:	90.000	Y Coord (GIS):	4768418.94039
Record Added:	2000-11-03 09:41:00	Method:	4.3
Record Update:	2018-07-13 13:30:00	Accuracy:	0 to 10 meters
Updated by:	DJHESLER	Accuracy Unit:	
Latitude:	43.062260640	Latitude (GIS):	
Longitude:	-76.192642720	Longitude (GIS):	
Site Name:	Waste Bed B/Harbor Brook Area		
Site Name (GIS):	Waste Bed B/Harbor Brook Area		
Site Class Desc (GIS):	This classification is assigned to a site at which:		

a. the disposal of hazardous waste has been confirmed and the presence of such hazardous waste or its components or breakdown products represents a significant threat to public health or the environment: or
b. hazardous waste disposal has not been confirmed, but the site has been listed on the Federal National Priorities List (NPL).

Site Class Desc: This classification is assigned to a site at which:

a. the disposal of hazardous waste has been confirmed and the presence of such hazardous waste or its components or breakdown products represents a significant threat to public health or the environment: or
b. hazardous waste disposal has not been confirmed, but the site has been listed on the Federal National Priorities List (NPL).

Program:

Program Desc: HW

Assess DOH:

Surface and subsurface soil is contaminated with PCBs, mercury, volatile and semi-volatile organic compounds above guidance levels. Sediments in this section of Harbor Brook are also contaminated. There is potential for direct contact with soil and sediment by trespassers in unoccupied portions of the site, though access is inconvenient, and by industrial workers at the Penn Cann and CSX properties. Contaminants in Brook sediments may be accumulating in fish. The groundwater has been impacted by VOCs, SVOCs, and mercury, but the area is served by a public water supply and the potential for exposure via groundwater use is insignificant.

Source of Data:

Description:

Location: The Waste Bed B/Harbor Brook Site is a subsite to the Onondaga Lake NPL site, and is located in an industrial portion of Onondaga County, NY. The site is adjacent to Onondaga Lake, Route I-690, and Harbor Brook. Site Features: It is approximately 90 acres in size and is comprised of 4 areas: the Lakeshore Area, the Penn-Can property, the Railroad property, and Harbor Brook. The Railroad property is owned by CSX and is located south of the Penn-Can property. SYW-12 is also included as part of the site and will be performed as a separate operable unit. Current Use: The surrounding area is industrial with the nearest residential area about 0.3 miles to the south. Historic Use: Most of the area was used by Honeywell, Inc. for the disposal of Solvay Waste from approximately 1898-1908 until the mid-to-late 1920s/early 1930s. The Penn-Can property was used for the production and storage of asphalt products.

Assessment:

The primary contaminants of concern at the site known at this time include benzene, toluene, xylene (BTX), naphthalene, and mercury. Investigations have detected the presence of a non-aqueous phase liquid (NAPL) in the subsurface soils (at depths up to 85 ft. bgs). The NAPL is primarily composed of naphthalene, BTX, and other coal tar-related constituents. The NAPL is also present in Harbor Brook sediments and underlying soils at depths of approximately 7 to 15 feet below the sediment/water interface. In one section of the brook, NAPL was observed at the sediment/water interface (since removed as part of Interim Remedial Measure (IRM) work). Other areas at the site have also exhibited elevated levels of VOCs, SVOCs, PCBs, and metals (including mercury). The site presents a significant environmental threat due to the presence of NAPL and elevated levels of contaminants in groundwater and other environmental media at the site. The site has been determined to be contributing to the contamination to Onondaga Lake. The Preliminary Site Assessment has been completed and a Remedial Investigation/ Feasibility Study (RI/FS) is ongoing. In addition, the construction of multiple IRMs has been completed. These IRMs include a barrier wall/groundwater collection system along Onondaga Lake and Harbor Brook; the modification of an outfall discharge, along with sewer cleaning/modifications/repairs; and excavation of sediments within Harbor Brook. In addition,

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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soil/sediment removal (dredging) and backfill/restoration in the Outboard Area was completed in conjunction with the Onondaga Lake remediation.

Materials Information

Waste Name:	MERCURY	Waste Quantity:	UNKNOWN
Waste Code:			
Waste Name:	NAPHTHALENE	Waste Quantity:	UNKNOWN
Waste Code:			
Waste Name:	TOLUENE	Waste Quantity:	UNKNOWN
Waste Code:			
Waste Name:	BENZENE	Waste Quantity:	UNKNOWN
Waste Code:			
Waste Name:	XYLENE (MIXED)	Waste Quantity:	UNKNOWN
Waste Code:			

Owner Information

Seq No:	0000003	Owner Street:	901 E. CARY STREET
Sub Type:	E	Owner Street 2:	
Own Op:	01	Owner City:	RICHMOND
Owner Name:		Owner State:	VA
Country:	United States of America	Owner Zip:	23219
Owner Co.:	CSX		
Seq No:	0000001	Owner Street:	5000 BRITTONFIELD PARKWAY, SUITE 700
Sub Type:	E	Owner Street 2:	
Own Op:	01	Owner City:	EAST SYRACUSE
Owner Name:		Owner State:	NY
Country:	United States of America	Owner Zip:	13057
Owner Co.:	HONEYWELL INTERNATIONAL, INC.		
Seq No:	0000004	Owner Street:	5000 BRITTONFIELD PARKWAY, SUITE 700
Sub Type:	NNN	Owner Street 2:	
Own Op:	04	Owner City:	EAST SYRACUSE
Owner Name:		Owner State:	NY
Country:	United States of America	Owner Zip:	13057
Owner Co.:	HONEYWELL INTERNATIONAL		
Seq No:	0000001	Owner Street:	901 E. Cary St.
Sub Type:	NNN	Owner Street 2:	
Own Op:	01	Owner City:	Richmond
Owner Name:		Owner State:	VA
Country:	United States of America	Owner Zip:	23219
Owner Co.:	CSX		
Seq No:	0000002	Owner Street:	555 STATE FAIR BLVD., P.O. BOX 6501
Sub Type:	E	Owner Street 2:	
Own Op:	01	Owner City:	SYRACUSE
Owner Name:		Owner State:	NY
Country:	United States of America	Owner Zip:	13209
Owner Co.:	PENN-CAN ROAD MATERIALS		
Seq No:	0000000	Owner Street:	
Sub Type:	E	Owner Street 2:	
Own Op:	03	Owner City:	
Owner Name:		Owner State:	NY
Country:	Unknown	Owner Zip:	
Owner Co.:	HONEYWELL INTERNATIONAL		
Seq No:	0000001	Owner Street:	5000 BRITTONFIELD PARKWAY, SUITE 700
Sub Type:	NNN	Owner Street 2:	
Own Op:	04	Owner City:	EAST SYRACUSE

Owner Name:				Owner State:	NY	
Country:	United States of America			Owner Zip:	13057	
Owner Co.:	Honeywell International, Inc. (Allied Signal)					
Seq No:	0000003			Owner Street:	5000 Brittonfield Parkway, Suite 700	
Sub Type:	NNN			Owner Street 2:		
Own Op:	01			Owner City:	East Syracuse	
Owner Name:				Owner State:	NY	
Country:	United States of America			Owner Zip:		
Owner Co.:	Honeywell International, Inc.					
Seq No:	0000002			Owner Street:	555 State Fair Blvd., P.O. Box 6501	
Sub Type:	NNN			Owner Street 2:		
Own Op:	01			Owner City:	Syracuse	
Owner Name:				Owner State:	NY	
Country:	United States of America			Owner Zip:	13217	
Owner Co.:	Penn-Can Road Materials (Tonado Asphalt)					

HW Extra Information

Dump:	False	Dell:	False
Structure:	False	Updated By:	Idennist
Lagoon:	False	Record Added:	2000-11-03 09:43:00
Landfill:	False	Record Updated:	2012-10-02 16:46:00
Pond:	False	Latitude:	43:04:20.
Disposal Start:		Longitude:	76:11:30.
Disposal Terminate:			

Projects Information

Project Code:	02	Code Name:	Remedial Investigation
Project Desc:	Remedial Investigation	Operable Unit ID:	1212553
Project Refer Name:		Operable Unit:	03
End Date:	2012-03-30 00:00:00	Operable Unit Desc:	Outboard Area
End Status:	ACT		
Project Code:	04	Code Name:	Remedial Design
Project Desc:	Remedial Design	Operable Unit ID:	2248
Project Refer Name:		Operable Unit:	01A
End Date:	2004-09-30 00:00:00	Operable Unit Desc:	IRM (HB sampling)
End Status:	ACT		
Project Code:	04	Code Name:	Remedial Design
Project Desc:	Remedial Design	Operable Unit ID:	2250
Project Refer Name:		Operable Unit:	01C
End Date:	2009-12-17 00:00:00	Operable Unit Desc:	West Wall Barrier IRM
End Status:	ACT		
Project Code:	01	Code Name:	Site Characterization
Project Desc:	Site Characterization	Operable Unit ID:	2249
Project Refer Name:		Operable Unit:	01
End Date:	2001-11-28 00:00:00	Operable Unit Desc:	Remedial Program
End Status:	ACT		
Project Code:	04	Code Name:	Remedial Design
Project Desc:	Remedial Design	Operable Unit ID:	1212553
Project Refer Name:		Operable Unit:	03
End Date:	2012-05-08 00:00:00	Operable Unit Desc:	Outboard Area
End Status:	ACT		
Project Code:	04	Code Name:	Remedial Design
Project Desc:	Remedial Design	Operable Unit ID:	1201178
Project Refer Name:	Upper Harbor Brook IRM	Operable Unit:	01E
End Date:	2012-08-21 00:00:00	Operable Unit Desc:	Upper Harbor Brook IRM
End Status:	ACT		
Project Code:	04	Code Name:	Remedial Design

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Project Desc:	Remedial Design				Operable Unit ID: 1153499	
Project Refer Name:	East Wall Barrier IRM				Operable Unit: 01D	
End Date:	2011-07-22 00:00:00				Operable Unit Desc: East Wall Barrier IRM	
End Status:	ACT					
Project Code:	05				Code Name: Remedial Action	
Project Desc:	Remedial Action				Operable Unit ID: 2250	
Project Refer Name:	West Wall Barrier IRM				Operable Unit: 01C	
End Date:	2014-03-25 00:00:00				Operable Unit Desc: West Wall Barrier IRM	
End Status:	ACT					
Project Code:	02				Code Name: Remedial Investigation	
Project Desc:	Remedial Investigation				Operable Unit ID: 1212546	
Project Refer Name:					Operable Unit: 02	
End Date:	2011-05-12 00:00:00				Operable Unit Desc: East Barrier Wall	
End Status:	ACT					
Project Code:	05				Code Name: Remedial Action	
Project Desc:	Remedial Action				Operable Unit ID: 2251	
Project Refer Name:	East Flume IRM				Operable Unit: 01B	
End Date:	2014-10-15 00:00:00				Operable Unit Desc: East Flume IRM	
End Status:	ACT					
Project Code:	05				Code Name: Remedial Action	
Project Desc:	Remedial Action				Operable Unit ID: 1201178	
Project Refer Name:	Upper Harbor Brook IRM				Operable Unit: 01E	
End Date:	2014-10-06 00:00:00				Operable Unit Desc: Upper Harbor Brook IRM	
End Status:	ACT					
Project Code:	04				Code Name: Remedial Design	
Project Desc:	Remedial Design				Operable Unit ID: 2251	
Project Refer Name:	East Flume IRM				Operable Unit: 01B	
End Date:	2010-02-26 00:00:00				Operable Unit Desc: East Flume IRM	
End Status:	ACT					
Project Code:	04				Code Name: Remedial Design	
Project Desc:	Remedial Design				Operable Unit ID: 1212546	
Project Refer Name:					Operable Unit: 02	
End Date:	2011-07-22 00:00:00				Operable Unit Desc: East Barrier Wall	
End Status:	ACT					
Project Code:	05				Code Name: Remedial Action	
Project Desc:	Remedial Action				Operable Unit ID: 1212546	
Project Refer Name:	East Barrier Wall IRM				Operable Unit: 02	
End Date:	2014-05-15 00:00:00				Operable Unit Desc: East Barrier Wall	
End Status:	ACT					

37 1 of 1 **ENE** 0.84 / 4,446.09 377.55 / -31 **McKesson Envirosystems (Inland Site)** **VAPOR**
400 Bear Street West
Syracuse NY 13204

Program No: 734020 **Vapor Ins Eval Stat:** Complete (No Further Action)
X: -76.171552 **X Coordinate:** 404603
Y: 43.061164 **Y Coordinate:** 4768273

38 1 of 1 **ENE** 0.85 / 4,505.81 377.58 / -31 **McKesson Envirosystems (Inland Site)** **SHWS**
800/801 Van Rensselaer Street
Syracuse NY

Site Code: 56333 **Site Code (GIS):** 734020
HW Code: 734020 **Site Class (GIS):** C
Site Class: C **Address1 (GIS):** 800/801 Van Rensselaer Street
Site Address: 800/801 Van Rensselaer Street **Address2 (GIS):**
City: Syracuse **Locality (GIS):** Syracuse

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
ZIP:	13204				ZIP Code (GIS):	13204
County:	Onondaga				County (GIS):	Onondaga
SWIS:	3415				Town (GIS):	Syracuse (c)
Region:	7				Region (GIS):	7
Town:	Syracuse (c)				X Coord (GIS):	404602.99997
Acres:	8.620				Y Coord (GIS):	4768272.99988
Record Added:	1999-11-18 12:00:00				Method:	4.3
Record Update:	2018-06-01 16:26:00				Accuracy:	0 to 10 meters
Updated by:	JLDYBER				Accuracy Unit:	
Latitude:	43.061164350				Latitude (GIS):	
Longitude:	-76.171552480				Longitude (GIS):	
Site Name:		McKesson Envirosystems (Inland Site)				
Site Name (GIS):		McKesson Envirosystems (Inland Site)				
Site Class Desc (GIS):						
Site Class Desc:						
Program:		HW				
Program Desc:		HW				
Assess DOH:		Remedial actions have been completed and measures are in place to control the potential for coming into contact with remaining residual subsurface soil, groundwater and soil vapor contamination.				
Source of Data:						
Description:						

Location: The McKesson Envirosystems Site is located at 800/801 Van Rensselaer Street West in the City of Syracuse, Onondaga County, New York. It is located to the south of Onondaga Lake, adjacent to the west bank of the New York State Barge Canal Terminal channel. Site Features: The site was formerly used for bulk storage of petroleum products and in later years, as storage for a variety of chemical waste streams. The site is approximately 8.8 acres in size and is separated by Van Rensselaer Street into two parcels. The parcel north of Van Rensselaer Street is within 150 feet of the Barge Canal. The largest of the former above ground storage tanks (Tank 7) was located on this portion of the site. The majority of previous material storage and handling took place in the area south of Van Rensselaer Street, where ten former above ground storage tanks were located. The site is generally flat with a grass cover. It is fenced and access is restricted to authorized persons only. Current Zoning/Use(s): The McKesson property was zoned for industrial use but is now in a newly established Lakefront District, in a zone labeled T5 - Urban Center district. This area is to be developed to be a business district and residential, primarily apartment type dwellings. The site is within one-quarter mile of Onondaga Lake, which is a major surface water body in the greater Syracuse area. Land use in the surrounding area is characterized as IB - Industrial District Class B, in areas north and northwest, and northeast is designated PK (Civic Space - Recreation). The area to the south is designated T4 - General Urban District. There is currently one unoccupied structure on site with rest of the site being vacant land. Past Use(s) of the Site: This facility was used since the 1930s as a bulk petroleum distribution terminal for products such as gasoline, diesel fuel, heating oil, etc. In 1973, the facility was converted to a chemical distribution terminal. The storage tanks were used for temporary staging of spent solvents that were acquired for recycling, for recycled solvents that were returned by customers, and also for storing mixtures and by-products. The staging was associated with solvent recycling operations through-out the northeast. During the time the facility was in operation, liquids were spilled on the ground and the tanks leaked. Evidence of contaminated soil from spilled liquids was noted by DEC personnel during site inspections. Site Geology and Hydrogeology: The soil stratigraphy is relatively consistent across the site. The surface fill material consists of the unsaturated soil addressed by the OU-I remedy with overlying sand and gravel cover placed as a component of the remedy. The surface fill is underlain by silt and clay ranging in depth from approximately 8 to 15 feet below ground surface (bgs), followed by a layer of sand and silt from approximately 15 to 22 feet bgs. A silt and clay lacustrine deposit is present across the entire site at approximately 22 to 24 feet bgs. Underlying the lacustrine silt and clay are varying compositions of sand and gravel to approximately 62 feet bgs. Depth to bedrock is approximately 350 feet or a little greater at this location, based on other area studies. The three flow systems identified beneath the Bear Street site are: a deep flow system (24 to 62 feet bgs) in the unconsolidated deposits beneath the confining layer, an intermediate flow system (22-24 feet bgs) in the lower soil unit, and a shallow flow system (15-22 feet bgs) in the upper and middle soil units. The intermediate flow system, in the lower soil unit, can be separated into a freshwater zone and saltwater zone. It is reported that groundwater in this zone is and has historically been unusable as a potable source due to its high chloride concentrations. Both the shallow and intermediate flow systems are influenced by seasonal or transient conditions including precipitation, ponding water and subsequent infiltration within the impoundments, and the water elevation of the Barge Canal. The discharge point for the shallow and intermediate flow systems is to the northeast, the Barge Canal, and the discharge point for the deep flow system appears to be towards the northwest to Onondaga Lake.

Assessment:

Prior to remediation, the primary contaminants of concern were methylene chloride, trichloroethene, benzene, toluene, ethylbenzene, xylenes, N,N-dimethylaniline, aniline, trans-1,2-dichloroethene, methanol, and acetone in groundwater and soil. Remedial actions have successfully achieved soil cleanup objectives for commercial use. Residual contamination in the soil and groundwater is being managed under a site management plan.

Materials Information

Waste Name:	chlorobenzene	Waste Quantity:	UNKNOWN
Waste Code:			
Waste Name:	trichloroethene (TCE)	Waste Quantity:	UNKNOWN
Waste Code:			
Waste Name:	aniline	Waste Quantity:	UNKNOWN
Waste Code:			

<i>Map Key</i>	<i>Number of Records</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev/Diff (ft)</i>	<i>Site</i>	<i>DB</i>
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Waste Name: Waste Code:	BASE/NEUTRALS				Waste Quantity: CONTAMINATED SOIL	
Waste Name: Waste Code:	n,n-dimethylaniline (n,n-diethyl aniline)				Waste Quantity: UNKNOWN	
Waste Name: Waste Code:	methanol				Waste Quantity: UNKNOWN	
Waste Name: Waste Code:	trans-1,2-dichloroethene				Waste Quantity: UNKNOWN	
Waste Name: Waste Code:	benzene				Waste Quantity: UNKNOWN	
Waste Name: Waste Code:	toluene				Waste Quantity: UNKNOWN	
Waste Name: Waste Code:	ethylbenzene				Waste Quantity: UNKNOWN	
Waste Name: Waste Code:	SPENT SOLVENTS (INCLUDING BTX COMPOUNDS)				Waste Quantity: 20,000 CUBIC YARDS OF	
Waste Name: Waste Code:	xylene (mixed)				Waste Quantity: UNKNOWN	
Waste Name: Waste Code:	methylene chloride				Waste Quantity: UNKNOWN	

Owner Information

Seq No: Sub Type: Own Op: Owner Name: Country: Owner Co.:	0000001 B99 19 Christopher Mannes United States of America NYSDEC Region 7 Office	Owner Street: Owner Street 2: Owner City: Owner State: Owner Zip:	615 Erie Boulevard West Syracuse NY 13204-2400
Seq No: Sub Type: Own Op: Owner Name: Country: Owner Co.:	0000000 E 01 James E. Fleer United States of America McKesson Corporation	Owner Street: Owner Street 2: Owner City: Owner State: Owner Zip:	1 Post Street 34th floor San Francisco CA 94104

HW Extra Information

Dump: Structure: Lagoon: Landfill: Pond: Disposal Start: Disposal Terminate:	False True False False False 1973 1982	Dell: Updated By: Record Added: Record Updated: Latitude: Longitude:	False PDLONG 1999-11-18 12:00:00 2018-03-05 13:37:00 43:03:40:0 76:10:19:0
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Projects Information

Project Code: Project Desc: Project Refer Name: End Date: End Status:	05 Remedial Action 1998-01-01 00:00:00 ACT	Code Name: Operable Unit ID: Operable Unit: Operable Unit Desc:	Remedial Action 2122 02 REMEDIAL PROGRAM
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Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Project Code:	05				Code Name: Remedial Action	
Project Desc:	Remedial Action				Operable Unit ID: 2120	
Project Refer Name:					Operable Unit: 01A	
End Date:	1985-07-01 00:00:00				Operable Unit Desc: IRM TANK PUMPING	
End Status:	ACT					
Project Code:	05				Code Name: Remedial Action	
Project Desc:	Remedial Action				Operable Unit ID: 2121	
Project Refer Name:					Operable Unit: 01B	
End Date:	1988-11-01 00:00:00				Operable Unit Desc: IRM INTERIM ACTION	
End Status:	ACT					
Project Code:	07				Code Name: Site Management	
Project Desc:	Site Management (formerly OM&M)				Operable Unit ID: 1119091	
Project Refer Name:					Operable Unit: 00	
End Date:	2018-05-31 00:00:00				Operable Unit Desc: Site Management	
End Status:	ACT					
Project Code:	04				Code Name: Remedial Design	
Project Desc:	Remedial Design				Operable Unit ID: 2122	
Project Refer Name:					Operable Unit: 02	
End Date:	1997-09-01 00:00:00				Operable Unit Desc: REMEDIAL PROGRAM	
End Status:	ACT					
Project Code:	05				Code Name: Remedial Action	
Project Desc:	Remedial Action				Operable Unit ID: 2119	
Project Refer Name:					Operable Unit: 01	
End Date:	1995-07-01 00:00:00				Operable Unit Desc: REMEDIAL PROGRAM	
End Status:	ACT					
Project Code:	02				Code Name: Remedial Investigation	
Project Desc:	Remedial Investigation				Operable Unit ID: 2122	
Project Refer Name:					Operable Unit: 02	
End Date:	1997-03-01 00:00:00				Operable Unit Desc: REMEDIAL PROGRAM	
End Status:	ACT					
Project Code:	02				Code Name: Remedial Investigation	
Project Desc:	Remedial Investigation				Operable Unit ID: 2119	
Project Refer Name:					Operable Unit: 01	
End Date:	1994-03-01 00:00:00				Operable Unit Desc: REMEDIAL PROGRAM	
End Status:	ACT					
Project Code:	04				Code Name: Remedial Design	
Project Desc:	Remedial Design				Operable Unit ID: 2119	
Project Refer Name:					Operable Unit: 01	
End Date:	1994-05-01 00:00:00				Operable Unit Desc: REMEDIAL PROGRAM	
End Status:	ACT					

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1 of 1

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**HONEYWELL INTERNATIONAL
INC.
1700 MILTON AVE
SOLVAY NY 13209**

**RCRA
CORRACTS**

EPA Handler ID: NYD002244945
Gen Status Universe: Large Quantity Generator
Contact Name: JOHN P MCAULIFFE
Contact Address: 301, PLAINFIELD RD, SUITE 330, SYRACUSE, NY, 13212, US
Contact Phone No and Ext: 315-552-9700
Contact Email: JOHN.MCAULIFFE@HONEYWELL.COM
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date:

Event/Area Details

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Area Name:		OU-01A				
Event Code:		CA100				
Corrective Action Event Descri:		INVESTIGATION IMPOSITION				
Actual Date of Event:		19911231				
Orig Sched Event Date:						
New Sched Event Date:						
Best Date:		19911231				
Groundwater Release Indicator:		No				
Soil Release Indicator:		No				
Air Release Indicator:		No				
Surface Waste Release Ind:		No				
Event Responsible Agency:		State				
Area Name:		SITEWIDE				
Event Code:		CA210SF				
Corrective Action Event Descri:		REFERRED TO A NON-RCRA AUTHORITY-REFERRED TO CERCLA				
Actual Date of Event:		20040401				
Orig Sched Event Date:						
New Sched Event Date:						
Best Date:		20040401				
Groundwater Release Indicator:		Yes				
Soil Release Indicator:		Yes				
Air Release Indicator:		Yes				
Surface Waste Release Ind:		Yes				
Event Responsible Agency:		EPA				
Area Name:		OU-01A				
Event Code:		CA610				
Corrective Action Event Descri:		INTERIM MEASURES PLAN APPROVED				
Actual Date of Event:		19950731				
Orig Sched Event Date:						
New Sched Event Date:						
Best Date:		19950731				
Groundwater Release Indicator:		No				
Soil Release Indicator:		No				
Air Release Indicator:		No				
Surface Waste Release Ind:		No				
Event Responsible Agency:		State				
Area Name:		SITEWIDE				
Event Code:		CA070YE				
Corrective Action Event Descri:		DETERMINATION OF NEED FOR AN INVESTIGATION-INVESTIGATION IS NECESSARY				
Actual Date of Event:		19941128				
Orig Sched Event Date:						
New Sched Event Date:						
Best Date:		19941128				
Groundwater Release Indicator:		Yes				
Soil Release Indicator:		Yes				
Air Release Indicator:		Yes				
Surface Waste Release Ind:		Yes				
Event Responsible Agency:		EPA				
Area Name:		OU-01				
Event Code:		CA150				
Corrective Action Event Descri:		INVESTIGATION WORKPLAN APPROVED				
Actual Date of Event:		19911231				
Orig Sched Event Date:						
New Sched Event Date:						
Best Date:		19911231				
Groundwater Release Indicator:		No				
Soil Release Indicator:		No				
Air Release Indicator:		No				
Surface Waste Release Ind:		No				
Event Responsible Agency:		State				
Area Name:		OU-01A				
Event Code:		CA600				
Corrective Action Event Descri:		STABILIZATION/INTERIM MEASURES DECISION				
Actual Date of Event:		19941231				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Orig Sched Event Date:						
New Sched Event Date:						
Best Date:		19941231				
Groundwater Release Indicator:		No				
Soil Release Indicator:		No				
Air Release Indicator:		No				
Surface Waste Release Ind:		No				
Event Responsible Agency:		State				
Area Name:		OU-01A				
Event Code:		CA200				
Corrective Action Event Descri:		INVESTIGATION COMPLETE				
Actual Date of Event:		19941231				
Orig Sched Event Date:						
New Sched Event Date:						
Best Date:		19941231				
Groundwater Release Indicator:		No				
Soil Release Indicator:		No				
Air Release Indicator:		No				
Surface Waste Release Ind:		No				
Event Responsible Agency:		State				
Area Name:		SITEWIDE				
Event Code:		CA050				
Corrective Action Event Descri:		RFA COMPLETED				
Actual Date of Event:		19941128				
Orig Sched Event Date:						
New Sched Event Date:						
Best Date:		19941128				
Groundwater Release Indicator:		Yes				
Soil Release Indicator:		Yes				
Air Release Indicator:		Yes				
Surface Waste Release Ind:		Yes				
Event Responsible Agency:		EPA				
Area Name:		SITEWIDE				
Event Code:		CA210SF				
Corrective Action Event Descri:		REFERRED TO A NON-RCRA AUTHORITY-REFERRED TO CERCLA				
Actual Date of Event:		19941128				
Orig Sched Event Date:						
New Sched Event Date:						
Best Date:		19941128				
Groundwater Release Indicator:		Yes				
Soil Release Indicator:		Yes				
Air Release Indicator:		Yes				
Surface Waste Release Ind:		Yes				
Event Responsible Agency:		EPA				
Area Name:		OU-01A				
Event Code:		CA350				
Corrective Action Event Descri:		CMS COMPLETE				
Actual Date of Event:		19941231				
Orig Sched Event Date:						
New Sched Event Date:						
Best Date:		19941231				
Groundwater Release Indicator:		No				
Soil Release Indicator:		No				
Air Release Indicator:		No				
Surface Waste Release Ind:		No				
Event Responsible Agency:		State				
Area Name:		OU-01A				
Event Code:		CA150				
Corrective Action Event Descri:		INVESTIGATION WORKPLAN APPROVED				
Actual Date of Event:		19911231				
Orig Sched Event Date:						
New Sched Event Date:						
Best Date:		19911231				
Groundwater Release Indicator:		No				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Soil Release Indicator:		No				
Air Release Indicator:		No				
Surface Waste Release Ind:		No				
Event Responsible Agency:		State				
Area Name:		OU-01				
Event Code:		CA200				
Corrective Action Event Descri:		INVESTIGATION COMPLETE				
Actual Date of Event:		19970531				
Orig Sched Event Date:						
New Sched Event Date:						
Best Date:		19970531				
Groundwater Release Indicator:		No				
Soil Release Indicator:		No				
Air Release Indicator:		No				
Surface Waste Release Ind:		No				
Event Responsible Agency:		State				
Area Name:		SITEWIDE				
Event Code:		CA225YE				
Corrective Action Event Descri:		STABILIZATION MEASURES EVALUATION-FACILITY IS AMENABLE TO STABILIZATION				
Actual Date of Event:		19950731				
Orig Sched Event Date:						
New Sched Event Date:						
Best Date:		19950731				
Groundwater Release Indicator:		Yes				
Soil Release Indicator:		Yes				
Air Release Indicator:		Yes				
Surface Waste Release Ind:		Yes				
Event Responsible Agency:		EPA				
Area Name:		OU-01				
Event Code:		CA070				
Corrective Action Event Descri:		DETERMINATION OF NEED FOR AN INVESTIGATION				
Actual Date of Event:		19911231				
Orig Sched Event Date:						
New Sched Event Date:						
Best Date:		19911231				
Groundwater Release Indicator:		No				
Soil Release Indicator:		No				
Air Release Indicator:		No				
Surface Waste Release Ind:		No				
Event Responsible Agency:		State				
Area Name:		OU-01				
Event Code:		CA100				
Corrective Action Event Descri:		INVESTIGATION IMPOSITION				
Actual Date of Event:		19911231				
Orig Sched Event Date:						
New Sched Event Date:						
Best Date:		19911231				
Groundwater Release Indicator:		No				
Soil Release Indicator:		No				
Air Release Indicator:		No				
Surface Waste Release Ind:		No				
Event Responsible Agency:		State				
Area Name:		SITEWIDE				
Event Code:		CA075HI				
Corrective Action Event Descri:		CA PRIORITIZATION-HIGH CA PRIORITY				
Actual Date of Event:		19950327				
Orig Sched Event Date:						
New Sched Event Date:						
Best Date:		19950327				
Groundwater Release Indicator:		Yes				
Soil Release Indicator:		Yes				
Air Release Indicator:		Yes				
Surface Waste Release Ind:		Yes				
Event Responsible Agency:		EPA				

Area Name: OU-01A
Event Code: CA250
Corrective Action Event Descri: CMS IMPOSITION
Actual Date of Event: 19941231
Orig Sched Event Date:
New Sched Event Date:
Best Date: 19941231
Groundwater Release Indicator: No
Soil Release Indicator: No
Air Release Indicator: No
Surface Waste Release Ind: No
Event Responsible Agency: State

Area Name: OU-01
Event Code: CA350
Corrective Action Event Descri: CMS COMPLETE
Actual Date of Event: 19970531
Orig Sched Event Date:
New Sched Event Date:
Best Date: 19970531
Groundwater Release Indicator: No
Soil Release Indicator: No
Air Release Indicator: No
Surface Waste Release Ind: No
Event Responsible Agency: State

Area Name: OU-01A
Event Code: CA650
Corrective Action Event Descri: STABILIZATION CONSTRUCTION COMPLETED
Actual Date of Event: 19950731
Orig Sched Event Date:
New Sched Event Date:
Best Date: 19950731
Groundwater Release Indicator: No
Soil Release Indicator: No
Air Release Indicator: No
Surface Waste Release Ind: No
Event Responsible Agency: State

Area Name: OU-01A
Event Code: CA070
Corrective Action Event Descri: DETERMINATION OF NEED FOR AN INVESTIGATION
Actual Date of Event: 19911231
Orig Sched Event Date:
New Sched Event Date:
Best Date: 19911231
Groundwater Release Indicator: No
Soil Release Indicator: No
Air Release Indicator: No
Surface Waste Release Ind: No
Event Responsible Agency: State

Violation/Evaluation Summary

Note: VIOLATION or UNDETERMINED: There are VIOLATION or UNDETERMINED details or records associated with this facility (EPA ID) in the Compliance Monitoring and Enforcement table dated Aug, 2018.

Violation Details

Citation:
Violation Short Description: Generators - General
Violation Determined Date: 19860723
Return to Compliance Date: 19860823
Violation Responsible Agency: State

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Enforcement Details

Enforcement Type Description: WRITTEN INFORMAL
Enforcement Action Date: 19860723
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Evaluation Details

Evaluation Start Date: 20150223
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19860723
Evaluation Type Description: FINANCIAL RECORD REVIEW
Violation Short Description: Generators - General
Return to Compliance Date: 19860823
Evaluation Agency: State

Evaluation Start Date: 19860627
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19851003
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19850807
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Handler Summary

Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 4
Receive Date: 20160302

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Handler Name: HONEYWELL INTERNATIONAL INC.
Generator Status Universe: Large Quantity Generator
Source Type: B

Waste Code Details

Hazardous Waste Code: D001
Waste Code Description: IGNITABLE WASTE

Hazardous Waste Code: D018
Waste Code Description: BENZENE

Hazardous Waste Code: D021
Waste Code Description: CHLOROBENZENE

Hazardous Waste Code: D027
Waste Code Description: 1,4-DICHLOROBENZENE

Hazardous Waste Code: U037
Waste Code Description: BENZENE, CHLORO- (OR) CHLOROBENZENE

Hazardous Waste Code: U070
Waste Code Description: BENZENE, 1,2-DICHLORO- (OR) O-DICHLOROBENZENE

Hazardous Waste Code: U072
Waste Code Description: BENZENE, 1,4-DICHLORO- (OR) P-DICHLOROBENZENE

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20140304
Handler Name: HONEYWELL INTERNATIONAL INC
Generator Status Universe: Large Quantity Generator
Source Type: B

Waste Code Details

Hazardous Waste Code: D001
Waste Code Description: IGNITABLE WASTE

Hazardous Waste Code: D018
Waste Code Description: BENZENE

Hazardous Waste Code: D021
Waste Code Description: CHLOROBENZENE

Hazardous Waste Code: D027
Waste Code Description: 1,4-DICHLOROBENZENE

Hazardous Waste Code: U037
Waste Code Description: BENZENE, CHLORO- (OR) CHLOROBENZENE

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20120227
Handler Name: HONEYWELL INTERNATIONAL INC
Generator Status Universe: Large Quantity Generator
Source Type: B

Waste Code Details

Hazardous Waste Code: D001

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Waste Code Description:		IGNITABLE WASTE				
Hazardous Waste Code:		D018				
Waste Code Description:		BENZENE				
Hazardous Waste Code:		D021				
Waste Code Description:		CHLOROBENZENE				
Hazardous Waste Code:		D027				
Waste Code Description:		1,4-DICHLOROBENZENE				
Hazardous Waste Code:		U037				
Waste Code Description:		BENZENE, CHLORO- (OR) CHLOROBENZENE				
Hazardous Waste Code:		U070				
Waste Code Description:		BENZENE, 1,2-DICHLORO- (OR) O-DICHLOROBENZENE				

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20100305
Handler Name: HONEYWELL INTERNATIONAL INC.
Generator Status Universe: Large Quantity Generator
Source Type: B

Waste Code Details

Hazardous Waste Code: D001
Waste Code Description: IGNITABLE WASTE

Hazardous Waste Code: D018
Waste Code Description: BENZENE

Hazardous Waste Code: D019
Waste Code Description: CARBON TETRACHLORIDE

Hazardous Waste Code: D021
Waste Code Description: CHLOROBENZENE

Hazardous Waste Code: D027
Waste Code Description: 1,4-DICHLOROBENZENE

Hazardous Waste Code: D028
Waste Code Description: 1,2-DICHLOROETHANE

Hazardous Waste Code: U037
Waste Code Description: BENZENE, CHLORO- (OR) CHLOROBENZENE

Hazardous Waste Code: U070
Waste Code Description: BENZENE, 1,2-DICHLORO- (OR) O-DICHLOROBENZENE

Hazardous Waste Handler Details

Sequence No: 9
Receive Date: 20080227
Handler Name: HONEYWELL INTERNATIONAL INC.
Generator Status Universe: Large Quantity Generator
Source Type: R

Waste Code Details

Hazardous Waste Code: D001
Waste Code Description: IGNITABLE WASTE

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Hazardous Waste Code:		D002				
Waste Code Description:		CORROSIVE WASTE				
Hazardous Waste Code:		D018				
Waste Code Description:		BENZENE				
Hazardous Waste Code:		D021				
Waste Code Description:		CHLOROBENZENE				
Hazardous Waste Code:		D027				
Waste Code Description:		1,4-DICHLOROBENZENE				
Hazardous Waste Code:		U019				
Waste Code Description:		BENZENE (I,T)				
Hazardous Waste Code:		U037				
Waste Code Description:		BENZENE, CHLORO- (OR) CHLOROBENZENE				
Hazardous Waste Code:		U070				
Waste Code Description:		BENZENE, 1,2-DICHLORO- (OR) O-DICHLOROBENZENE				

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20070101
Handler Name: HONEYWELL INTERNATIONAL INC.
Generator Status Universe: Large Quantity Generator
Source Type: I

Hazardous Waste Handler Details

Sequence No: 8
Receive Date: 20060228
Handler Name: HONEYWELL INTERNATIONAL INC.
Generator Status Universe: Large Quantity Generator
Source Type: R

Waste Code Details

Hazardous Waste Code: D001
Waste Code Description: IGNITABLE WASTE

Hazardous Waste Code: D002
Waste Code Description: CORROSIVE WASTE

Hazardous Waste Code: D007
Waste Code Description: CHROMIUM

Hazardous Waste Code: D009
Waste Code Description: MERCURY

Hazardous Waste Code: D018
Waste Code Description: BENZENE

Hazardous Waste Code: D021
Waste Code Description: CHLOROBENZENE

Hazardous Waste Code: D027
Waste Code Description: 1,4-DICHLOROBENZENE

Hazardous Waste Code: D038
Waste Code Description: PYRIDINE

Hazardous Waste Code: U019
Waste Code Description: BENZENE (I,T)

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Hazardous Waste Code:		U037				
Waste Code Description:		BENZENE, CHLORO- (OR) CHLORO BENZENE				
Hazardous Waste Code:		U070				
Waste Code Description:		BENZENE, 1,2-DICHLORO- (OR) O-DICHLORO BENZENE				
<u>Hazardous Waste Handler Details</u>						
Sequence No:		2				
Receive Date:		20060227				
Handler Name:		HONEYWELL INTERNATIONAL INC.				
Generator Status Universe:		Large Quantity Generator				
Source Type:		I				
<u>Hazardous Waste Handler Details</u>						
Sequence No:		7				
Receive Date:		20040227				
Handler Name:		HONEYWELL INTERNATIONAL INC				
Generator Status Universe:		Large Quantity Generator				
Source Type:		R				
<u>Waste Code Details</u>						
Hazardous Waste Code:		D001				
Waste Code Description:		IGNITABLE WASTE				
Hazardous Waste Code:		D002				
Waste Code Description:		CORROSIVE WASTE				
Hazardous Waste Code:		D007				
Waste Code Description:		CHROMIUM				
Hazardous Waste Code:		D018				
Waste Code Description:		BENZENE				
Hazardous Waste Code:		D021				
Waste Code Description:		CHLORO BENZENE				
Hazardous Waste Code:		D027				
Waste Code Description:		1,4-DICHLORO BENZENE				
Hazardous Waste Code:		D028				
Waste Code Description:		1,2-DICHLOROETHANE				
Hazardous Waste Code:		D038				
Waste Code Description:		PYRIDINE				
Hazardous Waste Code:		F003				
Waste Code Description:		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.				
Hazardous Waste Code:		U019				
Waste Code Description:		BENZENE (I,T)				
Hazardous Waste Code:		U037				
Waste Code Description:		BENZENE, CHLORO- (OR) CHLORO BENZENE				
Hazardous Waste Code:		U070				

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Waste Code Description: BENZENE, 1,2-DICHLORO- (OR) O-DICHLOROBENZENE

Hazardous Waste Code: U154
Waste Code Description: METHANOL (I) (OR) METHYL ALCOHOL (I)

Hazardous Waste Handler Details

Sequence No: 6
Receive Date: 20020218
Handler Name: HONEYWELL INTERNATIONAL INC
Generator Status Universe: Large Quantity Generator
Source Type: R

Hazardous Waste Handler Details

Sequence No: 5
Receive Date: 20010101
Handler Name: HONEYWELL INTERNATIONAL INC
Generator Status Universe: Large Quantity Generator
Source Type: R

Hazardous Waste Handler Details

Sequence No: 4
Receive Date: 19980227
Handler Name: ALLIED SIGNAL INC.
Generator Status Universe: Large Quantity Generator
Source Type: R

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 19960326
Handler Name: ALLIED SIGNAL INC-SYRACUSE WORKS
Generator Status Universe: Large Quantity Generator
Source Type: R

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 19940328
Handler Name: ALLIED SIGNAL INC. - SYRACUSE WORKS
Generator Status Universe: Large Quantity Generator
Source Type: R

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19920227
Handler Name: ALLIED-SIGNA
Generator Status Universe: Large Quantity Generator
Source Type: R

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19801119
Handler Name: ALLIED CORP SYRACUSE WORKS
Generator Status Universe: Large Quantity Generator
Source Type: A

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Waste Code Details

Hazardous Waste Code: D001
Waste Code Description: IGNITABLE WASTE

Hazardous Waste Code: F001
Waste Code Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING: TETRACHLOROETHYLENE, TRICHLOROETHYLENE, METHYLENE CHLORIDE, 1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE AND CHLORINATED FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING 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 F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Hazardous Waste Code: F002
Waste Code Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROENZENE, 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.

Hazardous Waste Code: F003
Waste Code Description: 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.

Hazardous Waste Code: F005
Waste Code Description: 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.

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19800811
Handler Name: ALLIED CORP SYRACUSE WORKS
Generator Status Universe: Large Quantity Generator
Source Type: N

Waste Code Details

Hazardous Waste Code: D000
Waste Code Description: DESCRIPTION

Hazardous Waste Code: D001
Waste Code Description: IGNITABLE WASTE

Hazardous Waste Code: D002
Waste Code Description: CORROSIVE WASTE

Hazardous Waste Code: F001
Waste Code Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING: TETRACHLOROETHYLENE, TRICHLOROETHYLENE, METHYLENE CHLORIDE, 1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE AND CHLORINATED FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING 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 F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
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Hazardous Waste Code: F002
Waste Code Description: 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.

Hazardous Waste Code: F003
Waste Code Description: 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.

Hazardous Waste Code: F005
Waste Code Description: 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.

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19791231
Handler Name: ALLIED CORP SYRACUSE WORKS
Generator Status Universe: Large Quantity Generator
Source Type: I

40	1 of 1	N	0.96 / 5,070.60	362.29 / -46	ONONDAGA LAKE Postal Address is unavailable for the Site SYRACUSE NY 13209	NPL
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Site EPA ID: NYD986913580	Deletion Date:
SEMS ID: 203382	NOID Date:
SITS ID: 1374	Constr Compl No: 0
Region ID: 2	Constr Compl Dt:
Status: NPL Site	FF?: No
Site Score: 50	County: Onondaga
Proposed Date: 05/10/1993	Latitude: 43.069444
Listing Date: 12/16/1994	Longitude: -76.208056
Site Listing Narrative: NYD986913580 (PDF) https://semspub.epa.gov/src/document/02/363446	
Site Progress Profile: Onondaga Lake (https://cumulis.epa.gov/supercpad/cursites/csitinfo.cfm?id=0203382)	
Site has had a Partial Deletion: No	
Notice of Data Availability:	
Proposed FR Notice: 05/10/1993 (PDF) (https://semspub.epa.gov/src/document/11/189655)	
Final FR Notice: 12/16/1994 (PDF) (https://semspub.epa.gov/src/document/11/189639)	
Noid FR Notice:	
Restor FR Notice Jumper PA:	

Unplottable Summary

Total: 179 Unplottable sites

DB	Company Name/Site Name	Address	City	Zip	ERIS ID
AST	NEW YORK STATE FAIR DIVISION	NYS DEPT OF AGRICULTURE & MARKETS STATE FAIR BLVD <i>Site ID / Site Status: 46425 Active</i>	SYRACUSE NY	13209	810900106
CERCLIS	ALLIED CHEMICAL-SEMET-SOLVAY TAR BED	MILTON AVENUE	SOLVAY NY	13209	805432721
CERCLIS NFRAP	CRUCIBLE INC	STATE FAIR BLVD	GEDDES NY	13209	805473270
CERCLIS NFRAP	STATE FAIR LANDFILL	STATE FAIR BOULEVARD	GEDDES NY	13209	805462165
CERCLIS NFRAP	ALLIED CHEMICAL-SEMET-SOLVAY TAR BED	MILTON AVENUE	SOLVAY NY	13209	805467547
ERNS		HIAWATHA BLVD	SYRACUSE NY		819877431
HMIRS		END OF DUKE DR	SYRACUSE NY		818337397
LST	SAFETY KLEEN	DUKE RD <i>Site ID / Close Date: 199040 1990-12-01 00:00:00</i>	SYRACUSE NY		814001214
LST	SOLVAY AUTOMOTIVE	MILTON AVE <i>Site ID / Close Date: 62226 2005-03-03 00:00:00</i>	SOLVAY NY	13209	814016307
LST	AMERADA HESS	OIL CITY, HIAWATHA BLVD <i>Site ID / Close Date: 82606 1990-02-22 00:00:00</i>	SYRACUSE NY		814002632
LST	HESS STATION	OIL CITY, HIAWATHA BLVD <i>Site ID / Close Date: 94430 1989-04-19 00:00:00</i>	SYRACUSE NY		814022573

LST	HUDSON GAS STATION	OIL CITY W HIAWATHA BLVD	SYRACUSE NY		813997164
		<i>Site ID Close Date:</i> 88230 2003-11-05 00:00:00			
LST	SYRACUSE PARKS&RECREATION	PARKS & REC SPENCER ST	SYRACUSE NY		814024138
		<i>Site ID Close Date:</i> 286128 1989-04-10 00:00:00			
LST	CRUCIBLE SPECIALTY METALS	STATE FAIR BOULEVARD	SYRACUSE NY		814037209
		<i>Site ID Close Date:</i> 164695 1991-12-11 00:00:00			
LST	Spill Number 8601753	SCHUYLER ROAD	EAST SYRACUSE NY		814000976
		<i>Site ID Close Date:</i> 127478 1987-08-11 00:00:00			
LST	RYDER TRUCK RENTAL	SPENCER ST	SYRACUSE NY		814002282
		<i>Site ID Close Date:</i> 246470 1990-04-13 00:00:00			
LST	LAKESIDE FIRE DEPARTMENT	STATE FAIR BLVD	GEDDES NY		814030256
		<i>Site ID Close Date:</i> 261612 2002-08-05 00:00:00			
LST	PENN TRAFFIC	STATE FAIR BOULEVARD	SYRACUSE NY		814018081
		<i>Site ID Close Date:</i> 261599 2000-10-24 00:00:00			
LST	WILLIS AVE	WILLIS AVENUE	SYRACUSE NY		814039995
		<i>Site ID Close Date:</i> 282647 1987-05-11 00:00:00			
LST	JEROME PLMB., MILTON AVE.	CITGO STATION MILTON AVE	SOLVAY NY		813997412
		<i>Site ID Close Date:</i> 162615 1987-08-11 00:00:00			
LST	SAFETY KLEEN OIL	DUKE DRIVE	SYRACUSE NY		814019762
		<i>Site ID Close Date:</i> 319407 1989-11-01 00:00:00			
LST	METRO SEWER TREATMENT PLA	HIAWATHA BLVD	SYRACUSE NY		814035980
		<i>Site ID Close Date:</i> 322248 2002-08-06 00:00:00			
LST	AMERADA HESS	HIAWATHA BLVD	SYRACUSE NY		814021525
		<i>Site ID Close Date:</i> 260860 1990-03-12 00:00:00			
NY MANIFEST	NYSDOT BIN 1049610	EXIT 7 STATE FAIR BLVD	SOLVAY NY	13209	860851321
NY MANIFEST	NYSDOT I-690 EB AND WB OVER	HIAWATHA BOULEVARD	SYRACUSE NY		860880155

NY MANIFEST	NIAGARA MOHAWK POWER CORPORATION	NEW YORK STATE FAIR BLVD	SOLVAY NY	13209	860879937
NY MANIFEST	NEW YORK STATE DEPT OF AGRICULTURE/MKTS	NEW YORK STATE FAIR GROUNDS	SOLVAY NY	13209	860817372
NY MANIFEST	NEW YORK STATE FAIRGROUNDS	STATE FAIR BLVD	SYRACUSE NY	13209	860826449
NY MANIFEST	JOE VISCONTI CORP	STATE FAIR BLVD	NY		860860630
NY MANIFEST	ONONDAGA CO DEPT OF DRAINAGE/SANITATION	STATE FAIR BLVD	SYRACUSE NY	12309	860817492
NY MANIFEST	STAUFFER MANAGEMENT COMPANY	STATE FAIR BOULEVARD	GEDDES NY		860889458
NY MANIFEST	SPECIALTY METALS CRUCIBLE LANDFILL	STATE FAIR BLVD WASTEBED	GEDDES NY	13209	860881534
NY MANIFEST	NIAGARA MOHAWK POWER CORPORATION	WEST FAYETTE STREET	SYRACUSE NY	13204	860870828
NY MANIFEST	SYRACUSE CITY OF	WEST HIAWATHA BOULEVARD	SYRACUSE NY	13202	860798919
NY MANIFEST	NYS DOT	ACCESS RAMP N NYS STATE FAIR	GEDDES NY	13209	860867289
NY MANIFEST	NYS DOT	ACCESS RAMP R NYS STATE FAIR	GEDDES NY	13209	860861785
NY MANIFEST	SAFETY-KLEEN OIL SERVICES	DUKE DR	SYRACUSE NY	13204	860821969
NY MANIFEST	NYSDEC	ERIE BLVD	SYRACUSE NY	13214	860810577

NY MANIFEST	NORTHEAST FOOD MANAGEMENT	ERIE BLVD	EAST SYRACUSE NY		860805720
NY MANIFEST	NYSDEC/SIMS CASTING	ERIE BLVD	EAST SYRACUSE NY	13057	860777291
NY MANIFEST	GREYHOUND BUS LINES	HIAWATHA BOULEVARD	SYRACUSE NY	13209	860853531
NY MANIFEST	ROCKWEST BUILDING	FAYETTE STREET	SYRACUSE NY	13201	860874220
NY SPILLS	SUN PIPELINE CORP.	HIAWATHA BLVD	SYRACUSE NY		813796999
		<i>Site ID Close Date:</i> 260865 1995-07-26 00:00:00			
NY SPILLS	Spill Number 8504294	HIAWATHA BLVD	SYRACUSE NY		813858855
		<i>Site ID Close Date:</i> 260858 1989-01-12 00:00:00			
NY SPILLS	HARBOR BROOK	HIAWATHA BLVD	SYRACUSE NY		813712445
		<i>Site ID Close Date:</i> 67238 2001-10-09 00:00:00			
NY SPILLS	CARROSSEL MALL	HIAWATHA BLVD	SYRACUSE NY		813902206
		<i>Site ID Close Date:</i> 260869 1999-09-27 00:00:00			
NY SPILLS	HESS STATION #32348	HIAWATHA BLVD	SYRACUSE NY		813642292
		<i>Site ID Close Date:</i> 260854 2001-04-13 00:00:00			
NY SPILLS	FREE STREET SUB STATION	HIAWATHA BLVD	SYRACUSE NY		813658817
		<i>Site ID Close Date:</i> 260866 1997-10-24 00:00:00			
NY SPILLS	ONONDAGA COUNTY WWTP	HIAWATHA BLVD	SYRACUSE NY		821358009
		<i>Site ID Close Date:</i> 494921 2014-05-15 00:00:00			
NY SPILLS	HIAWATHA AUTO PARTS	HIAWATHA BLVD	SYRACUSE NY		813951188
		<i>Site ID Close Date:</i> 260859 1990-07-01 00:00:00			
NY SPILLS	HIAWATHA BLVD.	HIAWATHA BLVD	SYRACUSE NY		813970208
		<i>Site ID Close Date:</i> 106080 1993-02-28 00:00:00			
NY SPILLS	METRO SEWER PLANT	HIAWATHA BLVD	SYRACUSE NY		813631433
		<i>Site ID Close Date:</i> 214859 2001-01-30 00:00:00			

NY SPILLS	BENBOW CHEMICAL	HIAWATHA BLVD	SYRACUSE NY	813664307
		<i>Site ID Close Date:</i> 260862 1992-12-21 00:00:00		
NY SPILLS	MARLEY SCRAP YARD	HIAWATHA BLVD	SYRACUSE NY	813983512
		<i>Site ID Close Date:</i> 106079 1988-04-01 00:00:00		
NY SPILLS	MARLEYS - HIAWATHA BLVD.	HIAWATHA BLVD	SYRACUSE NY	813951189
		<i>Site ID Close Date:</i> 106077 1989-07-14 00:00:00		
NY SPILLS	AMERADA HESS B685	HIAWATHA BLVD WEST	SYRACUSE NY	813756405
		<i>Site ID Close Date:</i> 129086 2001-09-25 00:00:00		
NY SPILLS	HESS TERMINAL	HIAWATHA BLVD. OIL CITY	SYRACUSE NY	813946589
		<i>Site ID Close Date:</i> 288623 1989-03-08 00:00:00		
NY SPILLS	CONSTRUCTION SITE	LAKE SHORE DR AND HIAWATHA BLVD	SYRACUSE NY	821352644
		<i>Site ID Close Date:</i> 493720 2014-08-22 00:00:00		
NY SPILLS	LIQUOR SQUARE	LIQUOR SQUARE ERIE BLVD	SYRACUSE NY	813879817
		<i>Site ID Close Date:</i> 113766 1987-08-11 00:00:00		
NY SPILLS	AMERADA HESS TERMINAL	OIL CITY, HIAWATHA BLVD	SYRACUSE NY	813763816
		<i>Site ID Close Date:</i> 92040 1991-01-18 00:00:00		
NY SPILLS	LAKEVIEW AMPHITHEATER	OFF RT 5	GEDDES NY	822823952
		<i>Site ID Close Date:</i> 506236 2015-04-03 00:00:00		
NY SPILLS	YAD TERMINAL	OIL CITY, HIAWATHA BLVD	SYRACUSE NY	813680910
		<i>Site ID Close Date:</i> 317818 1991-01-31 00:00:00		
NY SPILLS	CAROSSEL SHOP CENTER	OIL CITY, HIAWATHA BLVD	SYRACUSE NY	813881090
		<i>Site ID Close Date:</i> 323591 1989-11-13 00:00:00		
NY SPILLS	HESS TERMINAL	OIL CITY, HIAWATHA BLVD	SYRACUSE NY	813700295
		<i>Site ID Close Date:</i> 92041 1991-01-11 00:00:00		
NY SPILLS	AMERADA HESS TERMINAL	OIL CITY, HIAWATHA BLVD	SYRACUSE NY	813713365
		<i>Site ID Close Date:</i> 293906 1989-04-17 00:00:00		

NY SPILLS	SUN TERMINAL	OIL CITY, HIAWATHA BLVD	SYRACUSE NY	813852281
		<i>Site ID / Close Date:</i> 94431 2011-07-15 00:00:00		
NY SPILLS	MARLEY	OIL CITY, HIAWATHA BLVD	SYRACUSE NY	813636349
		<i>Site ID / Close Date:</i> 82607 1989-02-13 00:00:00		
NY SPILLS	W HIAWATHA BLVD	OIL CITY W HIAWATHA BLVD	SYRACUSE NY	813738563
		<i>Site ID / Close Date:</i> 88229 1990-04-28 00:00:00		
NY SPILLS	SUN OIL/OLD HIAWATHA	OLD HIAWATHA BLVD. SUNOIL	SYRACUSE NY	813940540
		<i>Site ID / Close Date:</i> 261282 1995-06-16 00:00:00		
NY SPILLS	PAL MART #6 ERIE BLVD	PAL MART 2509 ERIE BLVD E	ONONDAGA NY	813647097
		<i>Site ID / Close Date:</i> 110610 1991-03-27 00:00:00		
NY SPILLS	SOIL	RESTORATION WAY AND STATE FAIR BLVD	SYRACUSE NY	821352818
		<i>Site ID / Close Date:</i> 494006 2014-08-22 00:00:00		
NY SPILLS	SEARS-FAIRMOUNT	RT 5 FAIRMONT FAIR	GEDDES NY	813639758
		<i>Site ID / Close Date:</i> 245617 1989-11-29 00:00:00		
NY SPILLS	CRUCIBLE SPEACILTY METALS	STATE FAIR BOULEVARD	SOLVAY NY	813804121
		<i>Site ID / Close Date:</i> 363877 2006-05-12 00:00:00		
NY SPILLS	SYRACUSE STATE FAIR	STATE FAIR BL	GEDDES NY	813736613
		<i>Site ID / Close Date:</i> 60512 2000-05-25 00:00:00		
NY SPILLS	SYRACUSE FD TRAINING CTR	STATE FAIR BL	SYRACUSE NY	813779479
		<i>Site ID / Close Date:</i> 60511 2003-07-23 00:00:00		
NY SPILLS	POTATO CHIP BUSINESS	STATE FAIR BLVD	GEDDES NY	813877900
		<i>Site ID / Close Date:</i> 164694 1991-10-03 00:00:00		
NY SPILLS	ROTH STEEL	STATE FAIR BOULEVARD	SYRACUSE NY	813651325
		<i>Site ID / Close Date:</i> 261607 1992-02-28 00:00:00		
NY SPILLS	POLE 4	STATE FAIR BOULEVARD	SYRACUSE NY	813762769
		<i>Site ID / Close Date:</i> 261600 2001-12-20 00:00:00		
NY SPILLS	NATIONAL GRID	STATE FAIR BLVD	SYRACUSE NY	13209 813870769

Site ID / Close Date: 478289 | 2013-09-03 00:00:00

NY SPILLS	NATIONAL GRID SITE	STATE FAIR BLVD	SOLVAY NY	821355640
				Site ID / Close Date: 499158 2014-08-29 00:00:00
NY SPILLS	ELLIOTT'S TRUCK STOP	STATE FAIR BOULEVARD	SYRACUSE NY	813724378
				Site ID / Close Date: 164691 1986-05-23 00:00:00
NY SPILLS	NYS FAIRGROUNDS	STATE FAIR BOULEVARD	SYRACUSE NY	813724377
				Site ID / Close Date: 261611 2000-02-15 00:00:00
NY SPILLS	DON ELLIOTT'S	STATE FAIR BOULEVARD	SYRACUSE NY	813712528
				Site ID / Close Date: 261609 1995-07-12 00:00:00
NY SPILLS	DON ELLIOT TRUCK STOP	STATE FAIR BOULEVARD	SYRACUSE NY	813891141
				Site ID / Close Date: 281929 1997-06-24 00:00:00
NY SPILLS	DON ELLIOTS TRUCK STOP	STATE FAIR BOULEVARD	SYRACUSE NY	813693305
				Site ID / Close Date: 164693 1990-08-03 00:00:00
NY SPILLS	CRUCIBLE SPECIALITY	STATE FAIR BLVD	SOLVAY NY	813646857
				Site ID / Close Date: 261605 1990-07-26 00:00:00
NY SPILLS	CRUCIBLE STEEL	STATE FAIR BOULEVARD	SYRACUSE NY	813644920
				Site ID / Close Date: 281928 1993-01-12 00:00:00
NY SPILLS	CRUCIBLE STEEL	STATE FAIR BOULEVARD	SYRACUSE NY	13209 813778913
				Site ID / Close Date: 366943 2006-07-13 00:00:00
NY SPILLS	STATE FAIR BLVD	STATE FAIR BOULEVARD	SYRACUSE NY	813932354
				Site ID / Close Date: 164696 1993-04-26 00:00:00
NY SPILLS	STATE FAIR BLVD	STATE FAIR BLVD	GEDDES NY	813736132
				Site ID / Close Date: 261604 1990-07-16 00:00:00
NY SPILLS	STATE FAIR BLVD DRUM	STATE FAIR BOULEVARD	SYRACUSE NY	813651438
				Site ID / Close Date: 261606 1992-01-03 00:00:00
NY SPILLS	A&T HAULERS	STATE FAIR BOULEVARD	SYRACUSE NY	813658372
				Site ID / Close Date: 261603 1988-09-28 00:00:00

NY SPILLS	STATE FAIR BLVD.	STATE FAIR BOULEVARD	SYRACUSE NY	813831558
		<i>Site ID / Close Date:</i> 164698 1995-01-16 00:00:00		
NY SPILLS	STATE FAIR BLVD.	STATE FAIR BLVD	GEDDES NY	813844812
		<i>Site ID / Close Date:</i> 164697 1994-02-28 00:00:00		
NY SPILLS	CITGO	STATE FAIR BLVD	SYRACUSE NY	813705574
		<i>Site ID / Close Date:</i> 416292 2009-07-10 00:00:00		
NY SPILLS	CANNON TRUCK CENTER	STATE FAIR BOULEVARD	SYRACUSE NY	813770089
		<i>Site ID / Close Date:</i> 261601 2002-06-13 00:00:00		
NY SPILLS	BEHIND DEJOHNS AUTO BODY	STATE FAIR BLVD	GEDDES NY	813642604
		<i>Site ID / Close Date:</i> 261610 1996-01-02 00:00:00		
NY SPILLS	FAIR GROUNDS TRANSFORMER	STATE FAIR GROUNDS	SYRACUSE NY	813689227
		<i>Site ID / Close Date:</i> 145404 1989-09-27 00:00:00		
NY SPILLS	FANTASY PHOTOS	STATE FAIR GROCERY	SOLVAY NY	813657135
		<i>Site ID / Close Date:</i> 261122 1990-09-01 00:00:00		
NY SPILLS	SAFTEY KLEEN DUKE DR OIL	TERMINAL DUKE RD	SYRACUSE NY	813887628
		<i>Site ID / Close Date:</i> 81953 2002-08-06 00:00:00		
NY SPILLS	STRATHMORE PAINTS	WEST FAYETTE	SYRACUSE NY	813909345
		<i>Site ID / Close Date:</i> 421010 2009-10-27 00:00:00		
NY SPILLS	POLE 46-1	WEST FAYETTE ST	SYRACUSE NY	813852013
		<i>Site ID / Close Date:</i> 152425 2003-09-15 00:00:00		
NY SPILLS	STORM SEWER PROJECT	WEST HIAWATHA BLVD	SYRACUSE NY	827225586
		<i>Site ID / Close Date:</i> 511280 2015-10-30 00:00:00		
NY SPILLS	HONEYWELL SITE - ONONDAGA LAKE	ACCESS ROAD OF STATE FAIR BLVD	SYRACUSE NY	813841473
		<i>Site ID / Close Date:</i> 483400 2013-08-21 00:00:00		
NY SPILLS	DON ELLIOTS	D. ELLIOTS STATE FAIR BLVD	SYRACUSE NY	813649427
		<i>Site ID / Close Date:</i> 307755 1991-06-19 00:00:00		
NY SPILLS	SAFETY KLEEN	DUKE DRIVE	SYRACUSE NY	813653619

Site ID / Close Date: 122623 | 1990-11-14 00:00:00

NY SPILLS	SAFETY KLEEN	DUKE DRIVE	SYRACUSE NY	813661361
				<i>Site ID / Close Date:</i> 122625 1992-05-05 00:00:00
NY SPILLS	SAFETY CLEAN	DUKE DRIVE	SYRACUSE NY	813654981
				<i>Site ID / Close Date:</i> 122624 1990-12-17 00:00:00
NY SPILLS	SAFETY KLEEN	DUKE DRIVE	SYRACUSE NY	813661431
				<i>Site ID / Close Date:</i> 122626 1992-08-20 00:00:00
NY SPILLS	SAFETY KLEEN	DUKE DRIVE	SYRACUSE NY	813660130
				<i>Site ID / Close Date:</i> 319408 1992-05-28 00:00:00
NY SPILLS	SAFETY KLEEN	DUKE DRIVE	SYRACUSE NY	813883850
				<i>Site ID / Close Date:</i> 122622 1990-07-09 00:00:00
NY SPILLS	SAFETY KLEEN	DUKE DRIVE	SYRACUSE NY	813973526
				<i>Site ID / Close Date:</i> 200398 1991-04-11 00:00:00
NY SPILLS	SAFETY CLEAN	DUKE DRIVE OFF HIAWATHA	SYRACUSE NY	813720991
				<i>Site ID / Close Date:</i> 269344 1989-06-28 00:00:00
NY SPILLS	EMERSON ROAD	EMERSON AVE	SYRACUSE NY	813782267
				<i>Site ID / Close Date:</i> 301457 1994-04-18 00:00:00
NY SPILLS	SAFETY KLEEN	END OF DUKE DR	SYRACUSE NY	813661442
				<i>Site ID / Close Date:</i> 105592 1992-09-17 00:00:00
NY SPILLS	ADVANCED AUTO PARTS	ERIE BLVD	SYRACUSE NY	813707748
				<i>Site ID / Close Date:</i> 453253 2011-08-18 00:00:00
NY SPILLS	HARBOR ST	ERIE BLVD	SYRACUSE NY	813637218
				<i>Site ID / Close Date:</i> 146141 1999-11-22 00:00:00
NY SPILLS	ROTH STEEL CO.	ERIE BLVD	SYRACUSE NY	813660544
				<i>Site ID / Close Date:</i> 277490 1992-09-24 00:00:00
NY SPILLS	SAMS CLUB	ERIE BLVD	SYRACUSE NY	821353727
				<i>Site ID / Close Date:</i> 499303 2014-09-03 00:00:00

NY SPILLS	ERIE BLVD & SO. STATE ST.	ERIE BLVD	syracuse NY		813887734
		<i>Site ID / Close Date:</i> 146139 1996-11-14 00:00:00			
NY SPILLS	SEARS OIL/GAS	ERIE BLVD	SYRACUSE NY		813890746
		<i>Site ID / Close Date:</i> 146140 2011-06-03 00:00:00			
NY SPILLS	SHOPPINGTOWN MALL	ERIE BLVD	DEWITT NY		813766514
		<i>Site ID / Close Date:</i> 146137 2001-01-17 00:00:00			
NY SPILLS	AAC	ERIE BLVD	syracuse NY		813647460
		<i>Site ID / Close Date:</i> 146138 1991-09-30 00:00:00			
NY SPILLS	STORM DRAIN	ERIE BLVD AT STATE ST	SYRACUSE NY		864785250
		<i>Site ID / Close Date:</i> 560900 2017-10-11 00:00:00			
NY SPILLS	ROMANO TOYOTA LTD	ERIE BLVD EAST	SYRACUSE NY		813937971
		<i>Site ID / Close Date:</i> 182396 1995-12-18 00:00:00			
NY SPILLS	DELTA SONIC CAR WASH	ERIE BLVD EAST	SYRACUSE NY	13214	813819508
		<i>Site ID / Close Date:</i> 368692 2006-08-11 00:00:00			
NY SPILLS	ERIE BLVD EAST OF BRIDGE	ERIE BLVD EAST OF BRIDGE	DEWITT NY		813789817
		<i>Site ID / Close Date:</i> 242393 2004-06-24 00:00:00			
NY SPILLS	DICKS SPORTING GOODS	ERIE BLVD WEST	DEWITT NY		862002814
		<i>Site ID / Close Date:</i> 548931 2017-08-17 00:00:00			
NY SPILLS	UNITED RENTALS BATTERIES	ERIE BLVD WEST AND HIAWATHA WEST	SYRACUSE NY	13209	813801341
		<i>Site ID / Close Date:</i> 355862 2005-11-21 00:00:00			
NY SPILLS	NIMO CONDUIT	ERIE BLVD WEST	SYRACUSE NY		813702434
		<i>Site ID / Close Date:</i> 321882 1991-04-30 00:00:00			
NY SPILLS	NEAR HARBOR BROOK	ERIE BLVD WEST	SYRACUSE NY		813917756
		<i>Site ID / Close Date:</i> 384740 2009-02-18 00:00:00			
NY SPILLS	718	ERIE BLVD WEST	SYRACUSE NY		813636761
		<i>Site ID / Close Date:</i> 321881 2002-11-04 00:00:00			
NY SPILLS	RUSSO AUTOMOTIVE	ERIE BLVD W RUSSO AUTOMOT	SYRACUSE NY		813707047

Site ID | Close Date: 327050 | 1989-01-13 00:00:00

NY SPILLS	RILUG CO.	FAYETTE ST BEHIND P.O.	SYRACUSE NY	813884558
				<i>Site ID Close Date:</i> 290457 1987-06-04 00:00:00
NY SPILLS	SO SALINA ST	FAYETTE ST	SYRACUSE NY	813795833
				<i>Site ID Close Date:</i> 174906 1996-12-17 00:00:00
NY SPILLS	AREA OF CARACEL MALL	HIAWATHA BLVD	SYRACUSE NY	813851481
				<i>Site ID Close Date:</i> 72868 2001-12-12 00:00:00
NY SPILLS	Spill Number 8602053	HIAWATHA BLVD	SYRACUSE NY	813837281
				<i>Site ID Close Date:</i> 106076 1987-08-11 00:00:00
NY SPILLS	CROUSE HINDS	HIAWATHA BLVD	SYRACUSE NY	813711600
				<i>Site ID Close Date:</i> 260871 2001-06-18 00:00:00
NY SPILLS	SOLAR ST &	HIAWATHA BLVD	SYRACUSE NY	813642293
				<i>Site ID Close Date:</i> 136872 1999-09-29 00:00:00
NY SPILLS	ALLIED SIGNAL	HIAWATHA BLVD	SYRACUSE NY	813878677
				<i>Site ID Close Date:</i> 260864 1995-06-08 00:00:00
NY SPILLS	CROUSE HINDS	HIAWATHA BLVD	SYRACUSE NY	813897442
				<i>Site ID Close Date:</i> 260870 1999-07-22 00:00:00
NY SPILLS	CARBONE-NISSAN PONTIAC	HIAWATHA BLVD	SYRACUSE NY	813652082
				<i>Site ID Close Date:</i> 260863 1993-12-31 00:00:00
NY SPILLS	AMERADA HESS STATION	HIAWATHA BLVD	SYRACUSE NY	813983511
				<i>Site ID Close Date:</i> 260856 2003-10-06 00:00:00
NY SPILLS	CAROUSEL CENTER	HIAWATHA BLVD	SYRACUSE NY	813838392
				<i>Site ID Close Date:</i> 260861 1990-03-23 00:00:00
NY SPILLS	CARISALE MALL	HIAWATHA BLVD	SYRACUSE NY	813951190
				<i>Site ID Close Date:</i> 85861 1999-08-31 00:00:00
NY SPILLS	BUCKEYE TERMINAL	HIAWATHA BLVD	SYRACUSE NY	813860328
				<i>Site ID Close Date:</i> 106078 1987-11-02 00:00:00

NY SPILLS	FREE STREET SUBSTATION	HIAWATHA BLVD	SYRACUSE NY		813897149
		<i>Site ID Close Date:</i> 260867 2009-01-14 00:00:00			
NY SPILLS	ROTH STEEL	HIAWATHA BOULEVARD	SYRACUSE NY		821351538
		<i>Site ID Close Date:</i> 500739 2015-10-28 00:00:00			
NY SPILLS	ROTH BROTHERS STEEL	HIAWATHA BLVD	SYRACUSE NY		813971584
		<i>Site ID Close Date:</i> 260855 2004-03-25 00:00:00			
NY SPILLS	ROTELLAS AUTO	HIAWATHA BLVD	SYRACUSE NY		813745870
		<i>Site ID Close Date:</i> 132167 1995-12-13 00:00:00			
RCRA CESQG	NYSDOT BIN 1049600	RTE 690 EB & STATE FAIR BLVD RAMP N ACCESS TO PARKING	GEDDES NY	13209	810527641
RCRA CESQG	NYSDOT BIN 1049580	RTE 690 & STATE FAIR BLVD RAMP R - ACCESS TO PARKING A	GEDDES NY	13209	810527640
RCRA CESQG	NEW YORK STATE FAIR	STATE FAIR BLVD	SYRACUSE NY	13209	810511532
RCRA CORRACTS	SPECIALTY METALS CRUCIBLE LANDFILL	STATE FAIR BLVD WASTEBED	GEDDES NY	13209	810471565
RCRA LQG	NYSDOT BIN 1050001 930B WEST GENESEE STREET	W GENESEE ST	SYRACUSE NY	13206	821922803
RCRA NON GEN	NYSDOT BIN 1093390	RTE 5 OVER ROADWAY A	SYRACUSE NY	13219	810365553
RCRA NON GEN	NYSDOT BRIDGE BIN 1002070	RTE 5 OVER WEST ST ARTERIAL	SYRACUSE NY	13202	810403218
RCRA NON GEN	NYS FAIR GROUNDS SUB	STATE FAIR BLVD	SOLVAY NY	13209	810366549
RCRA NON GEN	ARMAND PRODUCTS CO	MILTON AVE 3/4 MI E OF BRIDGE ST	SOLVAY NY	13209	810381749

RCRA NON GEN	SALT CITY COGENERATION PROJECT	MILTON AVE	GEDDES NY	13209	810375882
RCRA NON GEN	SUNOCO SERVICE STATION	ERIE BLVD E	DEWITT NY	13214	810374016
RCRA NON GEN	ROCKWELL BUILDING	FAYETTE ST	SYRACUSE NY	13201	810378931
RCRA NON GEN	NMPC GERESLOCK SUBSTATION	HORAN RD - 0.6 MI N OF MILTON AVE	GEDDES NY	13209	810361640
RCRA NON GEN	NYSDEC-SIMS CASTING	ERIE BLVD	EAST SYRACUSE NY	13057-0000	810381893
RCRA NON GEN	FREE ST SUB	E HIAWATHA BLVD	SYRACUSE NY	13208	810365918
RCRA NON GEN	SAFETY-KLEEN OIL SERVICES SYRACUSE	DUKE TERMINAL PARK PART OF LOTS 323 & 324	SYRACUSE NY	13204	810379726
RCRA NON GEN	ONONDAGA COUNTY BIN 3093300	STATE FAIR BLVD BRIDGE OVER NINE MILE CREEK	GEDDES NY	13209	810413694
RCRA NON GEN	SPECIALTY METALS CRUCIBLE LANDFILL	STATE FAIR BLVD WASTEBED	GEDDES NY	13209	810362237
RCRA NON GEN	FAYETTE ST SUB	W FAYETTE ST	SYRACUSE NY	13204	810368367
RCRA NON GEN	SYRACUSE CITY OF	W HIAWATHA BLVD	SYRACUSE NY	13204	810366317
RCRA NON GEN	TERRELL ASSOCIATES INC	W HIAWATHA BLVD	SYRACUSE NY	13208	810374476
RCRA SQG	DUNK & BRIGHT WAREHOUSE	W FAYETTE ST	SYRACUSE NY	13202	810529344
RCRA TSD	SPECIALTY METALS CRUCIBLE LANDFILL	STATE FAIR BLVD WASTEBED	GEDDES NY	13209	810468017

RCRA TSD	NYSDOT BIN 1050001 930B WEST GENESEE STREET	W GENESEE ST	SYRACUSE NY	13206	822555980
SEMS ARCHIVE	CRUCIBLE INC	STATE FAIR BLVD	GEDDES NY	13209	828885001
SEMS ARCHIVE	ALLIED CHEMICAL- SEMET-SOLVAY TAR BED	MILTON AVENUE	SOLVAY NY	13209	828850178
SEMS ARCHIVE	STATE FAIR LANDFILL	STATE FAIR BOULEVARD	GEDDES NY	13209	828854576
SEMS ARCHIVE	NIAGARA MOHAWK /NM HQ	ERIE BOULEVARD WEST	SYRACUSE NY	13202	828884123
SHWS	Solvay Wastebeds 1-8	Route I-690 and State Fair Blvd	Geddes NY		810966731

Unplottable Report

Site: NEW YORK STATE FAIR DIVISION
NYS DEPT OF AGRICULTURE & MARKETS STATE FAIR BLVD SYRACUSE NY 13209

AST

Site ID:	46425	Expiry:	2021/01/08
Site Status:	Active	County:	Onondaga
Program No:	7-499986	UTM X:	400511.95828
Program Type Code:	PBS	UTM Y:	4769641.20724
Program Type Desc:	Petroleum Bulk Storage Program		
Site Type:	Trucking/Transportation/Fleet Operation		

Tank Information

Tank ID:	133869	Prog No:	7-499986
Tank No:	002	Test Method:	NN
Tank Status:	1	Registered:	True
Tank Status Desc:	In Service	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	1000	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	1989-08-01 00:00:00	Next Line Test Due:	
Close Date:		Line Test Method:	
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:	4		
Subpart Desc:	Subpart 4 contains requirements for ASTs (aboveground storage tanks).		
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	3		
Tank Location Desc:	Aboveground on saddles, legs, stilts, rack or cradle		
Tank Owner Name:	BYRON SCHLENKER		
Tank Owner Address:	STATE FAIR BLVD SYRACUSE, NY. 13209		

Material Information

Material Code:	2710
Material Name:	biodiesel
Percent:	20.00

Equipment Information

Equipment:	F01
Code Name:	Painted/Asphalt Coating
Type:	Pipe External Protection

Equipment:	C01
Code Name:	Aboveground
Type:	Pipe Location

Equipment:	A00
Code Name:	None
Type:	Tank Internal Protection

Equipment:	K01
Code Name:	Catch Basin
Type:	Spill Prevention

Equipment: B01
Code Name: Painted/Asphalt Coating
Type: Tank External Protection

Equipment: L00
Code Name: None
Type: Piping Leak Detection

Equipment: J02
Code Name: Suction Dispenser
Type: Dispenser

Equipment: E01
Code Name: Diking (AG only)
Type: Piping Secondary Containment

Equipment: I05
Code Name: Vent Whistle
Type: Overfill

Equipment: D01
Code Name: Steel/Carbon Steel/Iron
Type: Pipe Type

Equipment: H00
Code Name: None
Type: Tank Leak Detection

Equipment: G01
Code Name: Diking (Aboveground)
Type: Tank Secondary Containment

Tank Information

Tank ID:	133868	Prog No:	7-499986
Tank No:	001	Test Method:	NN
Tank Status:	1	Registered:	True
Tank Status Desc:	In Service	Red Tag Start Date:	
Tank Model:		Red Tag End Date:	
Tank Type:	01	UDC Ind:	1
Tank Type Desc:	Steel/Carbon Steel/Iron	Tank Last Test:	
Capacity (Gal):	1400	Tank Next Test Due:	
Pipe Model:		Line Last Test Due:	
Install Date:	1989-08-01 00:00:00	Next Line Test Due:	
Close Date:		Line Test Method:	
Modified by:	KCKEMP	Class A Operator:	
Last Modified:	2017-04-14 14:30:47.863000000	Class B Operator:	
Tank Out of Service Date:			
Subpart:	4		
Subpart Desc:	Subpart 4 contains requirements for ASTs (aboveground storage tanks).		
Category:	2		
Category Desc:	Category 2 means a tank which was installed from December 27, 1986 through October 11, 2015		
Tank Location:	3		
Tank Location Desc:	Aboveground on saddles, legs, stilts, rack or cradle		
Tank Owner Name:	BYRON SCHLENKER		
Tank Owner Address:	STATE FAIR BLVD SYRACUSE, NY. 13209		

Material Information

Material Code: 2712
Material Name: gasoline/ethanol
Percent: 10.00

Equipment Information

Equipment: G01
Code Name: Diking (Aboveground)
Type: Tank Secondary Containment

Equipment: H00
Code Name: None
Type: Tank Leak Detection

Equipment: I05
Code Name: Vent Whistle
Type: Overfill

Equipment: A00
Code Name: None
Type: Tank Internal Protection

Equipment: B01
Code Name: Painted/Asphalt Coating
Type: Tank External Protection

Equipment: J02
Code Name: Suction Dispenser
Type: Dispenser

Equipment: C01
Code Name: Aboveground
Type: Pipe Location

Equipment: K01
Code Name: Catch Basin
Type: Spill Prevention

Equipment: D01
Code Name: Steel/Carbon Steel/Iron
Type: Pipe Type

Equipment: L00
Code Name: None
Type: Piping Leak Detection

Equipment: F01
Code Name: Painted/Asphalt Coating
Type: Pipe External Protection

Equipment: E01
Code Name: Diking (AG only)
Type: Piping Secondary Containment

Affiliation Information

Affiliation Type: 04
Affiliation Name: Facility Operator
Affiliation Sub Type: NNN
Company: NEW YORK STATE FAIR DIVISION
Contact Title:
Contact Name: MICHAEL RYAN
Address1:
Address2:
City:
State: NN
Zipcode:
Country Code: 001
Phone: (315) 487-7711
Phone Ext: 1411
Email:
Fax:
Modified By: KCKEMP
Last Modified: 2014-10-07 15:45:14.173000000

Affiliation Information

Affiliation Type: 11

Affiliation Name: Emergency Contact
Affiliation Sub Type: NNN
Company: NYS DEPT. OF AGRICULTURE & MARKETS/NYS FAIR DIV.
Contact Title:
Contact Name: NYS FAIRGROUNDS
Address1:
Address2:
City:
State: NN
Zipcode:
Country Code: 001
Phone: (315) 487-7711
Phone Ext:
Email:
Fax:
Modified By: TRANSLAT
Last Modified: 2004-03-04 12:31:45.483000000

Affiliation Information

Affiliation Type: 01
Affiliation Name: Facility Owner
Affiliation Sub Type: B15
Company: NYS DEPT OF AGRICULTURE & MARKETS
Contact Title: PROPERTY MANAGER
Contact Name: BYRON SCHLENKER
Address1: STATE FAIR BLVD
Address2:
City: SYRACUSE
State: NY
Zipcode: 13209
Country Code: 001
Phone: (315) 487-7711
Phone Ext:
Email:
Fax:
Modified By: KCKEMP
Last Modified: 2014-01-22 15:31:57.590000000

Affiliation Information

Affiliation Type: 07
Affiliation Name: Mail Contact
Affiliation Sub Type: NNN
Company: NYS DEPT OF AGRICULTURE & MARKETS
Contact Title:
Contact Name: BYRON SCHLENKER
Address1: NYS FAIR DIVISION
Address2: STATE FAIR BLVD
City: SYRACUSE
State: NY
Zipcode: 13209
Country Code: 001
Phone: (315) 487-7711
Phone Ext: 1412
Email: BYRON.SCHLENKER@AGRICULTURE.NY.GOV
Fax:
Modified By: KCKEMP
Last Modified: 2014-01-22 15:35:00.240000000

Site: ALLIED CHEMICAL-SEMET-SOLVAY TAR BED
MILTON AVENUE SOLVAY NY 13209

CERCLIS

Site ID: 0201464
Site EPA ID: NYD002244945
Site Street Address 2:
Site County Name: ONONDAGA
Site FIPS Code: 36067

RNPL Status Code: N
NPL Status: Not on the NPL
RFED Facility Code: N
RFED Facility Desc: Not a Federal Facility
USGS Hydro Unit No.: 04140201

Region Code: 02 **Site Cong. Dist. Code:** 27
Site SMSA No.: 8160 **ROT Desc:** Other
Site Prim. Latitude: 43D03M42S **FR NPL Update No.:**
Site Prim. Longitude: 076D12M37S **RFRA Code:**
Lat Long Source:
RNON NPL Status Desc: NFRAP-Site does not qualify for the NPL based on existing information

CERCLIS Assess History

OU ID: 00 **RALT Short Name:**
Act Code ID: **Act Start Date:**
RAT Code: **Act Complete Date:**
RAT Short Name: **AGT Order No.:** 0
RAT Name: **SH OU:**
RAT Hist. Only Flag: **SH Code:**
RAT NSI Indicator: **SH Seq:**
RAT Level: **SH Start Date:**
RAT DEF OU: **SH Complete Date:**
RFBS Code: **SH Lead:**
SPA Code:
RAT Def:
Site Desc: No description available
Site Alias: ALLIED CHEMICAL-SEMET-SOLVAY TAR BED,,ONONDAGA,NY,,ALLIED SYRACUSE WORKS,,,NY,;

CERCLIS Assess History

OU ID: 00 **RALT Short Name:** EPA In-House
Act Code ID: 001 **Act Start Date:**
RAT Code: VS **Act Complete Date:** 1/31/1997 00:00:00
RAT Short Name: ARCH SITE **AGT Order No.:** 1500
RAT Name: ARCHIVE SITE **SH OU:**
RAT Hist. Only Flag: **SH Code:**
RAT NSI Indicator: B **SH Seq:**
RAT Level: 1 **SH Start Date:**
RAT DEF OU: 00 **SH Complete Date:**
RFBS Code: **SH Lead:**
SPA Code: 13
RAT Def: The decision is made that no further activity is planned at the site.
Site Desc:
Site Alias:

CERCLIS Assess History

OU ID: 00 **RALT Short Name:** State (Fund)
Act Code ID: 001 **Act Start Date:** 9/1/1984 00:00:00
RAT Code: PA **Act Complete Date:** 9/1/1984 00:00:00
RAT Short Name: PA **AGT Order No.:** 130
RAT Name: PRELIMINARY ASSESSMENT **SH OU:**
RAT Hist. Only Flag: **SH Code:**
RAT NSI Indicator: B **SH Seq:**
RAT Level: 1 **SH Start Date:**
RAT DEF OU: 00 **SH Complete Date:**
RFBS Code: P **SH Lead:**
SPA Code: 13
RAT Def: Collection of diverse existing information about the source and nature of the site hazard. It is EPA policy to complete the preliminary assessment within one year of site discovery.
Site Desc:
Site Alias:

CERCLIS Assess History

OU ID: 00 **RALT Short Name:** EPA Fund
Act Code ID: 001 **Act Start Date:**
RAT Code: DS **Act Complete Date:** 12/1/1979 00:00:00
RAT Short Name: DISCVRY **AGT Order No.:** 10
RAT Name: DISCOVERY **SH OU:**
RAT Hist. Only Flag: **SH Code:**

RAT NSI Indicator: B
RAT Level: 1
RAT DEF OU: 00
RFBS Code:
SPA Code: 13
RAT Def:

SH Seq:
SH Start Date:
SH Complete Date:
SH Lead:

The process by which a potential hazardous waste site is brought to the attention of the EPA. The process can occur through the use of several mechanisms such as a phone call or referral by another government agency.

Site Desc:
Site Alias:

Site: CRUCIBLE INC
STATE FAIR BLVD GEDDES NY 13209

CERCLIS NFRAP

Site ID: 201883
Site EPA ID: NYD980530042
Site Parent ID:
Site County Name: ONONDAGA
Parent Site Name:

Site FIPS Code: 36067
Region Code: 2
Site Cong. Dist. Code: 33
Federal Facility:

CERCLIS-NFRAP Assess History

OU ID: 0
Act Code ID: 1
RAT Code: PA
RAT Short Name: PA
RAT Name: PRELIMINARY ASSESSMENT
RAT Hist. Only Flag:
RAT NSI Indicator: B
RAT Level: 1
RAT DEF OU: 00
RFBS Code: P
SPA Code: 13
RALT Short Name: EPA Fund
RAT Def:

Act Start Date:
Act Complete Date: 12/30/1987
AGT Order No.: 130
SH OU:
SH Code:
SH Seq:
SH Start Date:
SH Complete Date:
SH Lead:
SH Qual:
RAQ Act. Qual Short: NFRAP
RNPL Status Code: N

Collection of diverse existing information about the source and nature of the site hazard. It is EPA policy to complete the preliminary assessment within one year of site discovery.

RNON NPL Status Desc: NFRAP-Site does not qualify for the NPL based on existing information

CERCLIS-NFRAP Assess History

OU ID: 0
Act Code ID: 1
RAT Code: DS
RAT Short Name: DISCVRY
RAT Name: DISCOVERY
RAT Hist. Only Flag:
RAT NSI Indicator: B
RAT Level: 1
RAT DEF OU: 00
RFBS Code:
SPA Code: 13
RALT Short Name: EPA Fund
RAT Def:

Act Start Date:
Act Complete Date: 5/14/1981
AGT Order No.: 10
SH OU:
SH Code:
SH Seq:
SH Start Date:
SH Complete Date:
SH Lead:
SH Qual:
RAQ Act. Qual Short:
RNPL Status Code: N

The process by which a potential hazardous waste site is brought to the attention of the EPA. The process can occur through the use of several mechanisms such as a phone call or referral by another government agency.

RNON NPL Status Desc: NFRAP-Site does not qualify for the NPL based on existing information

CERCLIS-NFRAP Assess History

OU ID: 0
Act Code ID: 1
RAT Code: VS
RAT Short Name: ARCH SITE
RAT Name: ARCHIVE SITE
RAT Hist. Only Flag:
RAT NSI Indicator: B
RAT Level: 1
RAT DEF OU: 00
RFBS Code:
SPA Code: 13

Act Start Date:
Act Complete Date: 12/30/1987
AGT Order No.: 1500
SH OU:
SH Code:
SH Seq:
SH Start Date:
SH Complete Date:
SH Lead:
SH Qual:
RAQ Act. Qual Short:

RALT Short Name: EPA In-House **RNPL Status Code:** N
RAT Def: The decision is made that no further activity is planned at the site.
RNON NPL Status Desc: NFRAP-Site does not qualify for the NPL based on existing information

Site: STATE FAIR LANDFILL
STATE FAIR BOULEVARD GEDDES NY 13209

CERCLIS NFRAP

Site ID: 202368 **Site FIPS Code:** 36067
Site EPA ID: NYD981561970 **Region Code:** 2
Site Parent ID: **Site Cong. Dist. Code:** 27
Site County Name: ONONDAGA **Federal Facility:**
Parent Site Name:

CERCLIS-NFRAP Assess History

OU ID: 0 **Act Start Date:**
Act Code ID: 1 **Act Complete Date:** 9/24/1986
RAT Code: PA **AGT Order No.:** 130
RAT Short Name: PA **SH OU:**
RAT Name: PRELIMINARY ASSESSMENT **SH Code:**
RAT Hist. Only Flag: **SH Seq:**
RAT NSI Indicator: B **SH Start Date:**
RAT Level: 1 **SH Complete Date:**
RAT DEF OU: 00 **SH Lead:**
RFBS Code: P **SH Qual:**
SPA Code: 13 **RAQ Act. Qual Short:** Low priority
RALT Short Name: EPA Fund **RNPL Status Code:** N
RAT Def: Collection of diverse existing information about the source and nature of the site hazard. It is EPA policy to complete the preliminary assessment within one year of site discovery.
RNON NPL Status Desc: SI Start Needed

CERCLIS-NFRAP Assess History

OU ID: 0 **Act Start Date:**
Act Code ID: 1 **Act Complete Date:** 7/18/1986
RAT Code: DS **AGT Order No.:** 10
RAT Short Name: DISCVRY **SH OU:**
RAT Name: DISCOVERY **SH Code:**
RAT Hist. Only Flag: **SH Seq:**
RAT NSI Indicator: B **SH Start Date:**
RAT Level: 1 **SH Complete Date:**
RAT DEF OU: 00 **SH Lead:**
RFBS Code: **SH Qual:**
SPA Code: 13 **RAQ Act. Qual Short:**
RALT Short Name: EPA Fund **RNPL Status Code:** N
RAT Def: The process by which a potential hazardous waste site is brought to the attention of the EPA. The process can occur through the use of several mechanisms such as a phone call or referral by another government agency.
RNON NPL Status Desc: SI Start Needed

CERCLIS-NFRAP Assess History

OU ID: 0 **Act Start Date:** 8/18/1986
Act Code ID: 1 **Act Complete Date:** 9/24/1986
RAT Code: SI **AGT Order No.:** 160
RAT Short Name: SI **SH OU:**
RAT Name: SITE INSPECTION **SH Code:**
RAT Hist. Only Flag: **SH Seq:**
RAT NSI Indicator: B **SH Start Date:**
RAT Level: 1 **SH Complete Date:**
RAT DEF OU: 00 **SH Lead:**
RFBS Code: P **SH Qual:**
SPA Code: 13 **RAQ Act. Qual Short:** NFRAP
RALT Short Name: EPA Fund **RNPL Status Code:** N
RAT Def: The process of collecting site data and samples to characterize the severity of the hazard for the hazard ranking score and/or enforcement support.
RNON NPL Status Desc: SI Start Needed

CERCLIS-NFRAP Assess History

OU ID:	0	Act Start Date:	10/1/1991
Act Code ID:	2	Act Complete Date:	10/1/1991
RAT Code:	PA	AGT Order No.:	130
RAT Short Name:	PA	SH OU:	
RAT Name:	PRELIMINARY ASSESSMENT	SH Code:	
RAT Hist. Only Flag:		SH Seq:	
RAT NSI Indicator:	B	SH Start Date:	
RAT Level:	1	SH Complete Date:	
RAT DEF OU:	00	SH Lead:	
RFBS Code:	P	SH Qual:	
SPA Code:	13	RAQ Act. Qual Short:	Low priority
RALT Short Name:	State (Fund)	RNPL Status Code:	N
RAT Def:	Collection of diverse existing information about the source and nature of the site hazard. It is EPA policy to complete the preliminary assessment within one year of site discovery.		
RNON NPL Status Desc:	SI Start Needed		

CERCLIS-NFRAP Assess History

OU ID:	0	Act Start Date:	
Act Code ID:	1	Act Complete Date:	4/22/1998 4:13:58 PM
RAT Code:	VS	AGT Order No.:	1500
RAT Short Name:	ARCH SITE	SH OU:	
RAT Name:	ARCHIVE SITE	SH Code:	
RAT Hist. Only Flag:		SH Seq:	
RAT NSI Indicator:	B	SH Start Date:	
RAT Level:	1	SH Complete Date:	
RAT DEF OU:	00	SH Lead:	
RFBS Code:		SH Qual:	
SPA Code:	13	RAQ Act. Qual Short:	
RALT Short Name:	EPA In-House	RNPL Status Code:	N
RAT Def:	The decision is made that no further activity is planned at the site.		
RNON NPL Status Desc:	SI Start Needed		

Site: ALLIED CHEMICAL-SEMET-SOLVAY TAR BED
MILTON AVENUE SOLVAY NY 13209

CERCLIS NFRAP

Site ID:	201464	Site FIPS Code:	36067
Site EPA ID:	NYD002244945	Region Code:	2
Site Parent ID:		Site Cong. Dist. Code:	27
Site County Name:	ONONDAGA	Federal Facility:	
Parent Site Name:			

CERCLIS-NFRAP Assess History

OU ID:	0	Act Start Date:	9/1/1984
Act Code ID:	1	Act Complete Date:	9/1/1984
RAT Code:	PA	AGT Order No.:	130
RAT Short Name:	PA	SH OU:	
RAT Name:	PRELIMINARY ASSESSMENT	SH Code:	
RAT Hist. Only Flag:		SH Seq:	
RAT NSI Indicator:	B	SH Start Date:	
RAT Level:	1	SH Complete Date:	
RAT DEF OU:	00	SH Lead:	
RFBS Code:	P	SH Qual:	
SPA Code:	13	RAQ Act. Qual Short:	NFRAP
RALT Short Name:	State (Fund)	RNPL Status Code:	N
RAT Def:	Collection of diverse existing information about the source and nature of the site hazard. It is EPA policy to complete the preliminary assessment within one year of site discovery.		
RNON NPL Status Desc:	NFRAP-Site does not qualify for the NPL based on existing information		

CERCLIS-NFRAP Assess History

OU ID:	0	Act Start Date:	
Act Code ID:	1	Act Complete Date:	1/31/1997
RAT Code:	VS	AGT Order No.:	1500
RAT Short Name:	ARCH SITE	SH OU:	

RAT Name: ARCHIVE SITE
RAT Hist. Only Flag:
RAT NSI Indicator: B
RAT Level: 1
RAT DEF OU: 00
RFBS Code:
SPA Code: 13
RALT Short Name: EPA In-House
RAT Def: The decision is made that no further activity is planned at the site.
RNON NPL Status Desc: NFRAP-Site does not qualify for the NPL based on existing information

SH Code:
SH Seq:
SH Start Date:
SH Complete Date:
SH Lead:
SH Qual:
RAQ Act. Qual Short:
RNPL Status Code: N

CERCLIS-NFRAP Assess History

OU ID: 0
Act Code ID: 1
RAT Code: DS
RAT Short Name: DISCVRY
RAT Name: DISCOVERY
RAT Hist. Only Flag:
RAT NSI Indicator: B
RAT Level: 1
RAT DEF OU: 00
RFBS Code:
SPA Code: 13
RALT Short Name: EPA Fund
RAT Def: The process by which a potential hazardous waste site is brought to the attention of the EPA. The process can occur through the use of several mechanisms such as a phone call or referral by another government agency.
RNON NPL Status Desc: NFRAP-Site does not qualify for the NPL based on existing information

Act Start Date:
Act Complete Date: 12/1/1979
AGT Order No.: 10
SH OU:
SH Code:
SH Seq:
SH Start Date:
SH Complete Date:
SH Lead:
SH Qual:
RAQ Act. Qual Short:
RNPL Status Code: N

Site: **HIAWATHA BLVD SYRACUSE NY** ERNS

NRC Report No: 1051126
Type of Incident: RAILROAD NON-RELEASE
Incident Cause: TRESPASSER
Incident Date: 6/20/2013 3:06:00 PM
Incident Location: NEAR ALLIANCE BANK STADIUM
Incident Dtg: OCCURRED
Distance from City:
Distance Units:
Potential Flag: Yes
Year: Year 2013 Reports
Direction from City:
Location County: ONONDAGA
Description of Incident: [WEB REPORT] ONONDAGA COUNTY OFFICE OF EMERGENCY MANAGEMENT REQUESTED TRAIN TRAFFIC SHUT DOWN DUE TO POLICE CHASING AN ARMED SUSPECT NEAR THE RAILROAD TRACKS AT MP QC 291.4 ON THE SYRACUSE TERMINAL SUBDIVISION. AMTRAK TRAIN P06420 WAS DELAYED ABOUT 20 MINUTES.

Latitude Degrees:
Latitude Minutes:
Latitude Seconds:
Longitude Degrees:
Longitude Minutes:
Longitude Seconds:
Lat Quad:
Long Quad:
Location Section:
Location Township:
Location Range:

Calls Information

Date Time Received: 6/20/2013 4:14:42 PM
Date Time Complete: 6/20/2013 4:16:50 PM
Call Type: INC
Resp Company: CSX TRANSPORTATION
Resp Org Type: PRIVATE ENTERPRISE
Responsible City: JACKSONVILLE
Responsible State: FL
Responsible Zip: 32202
Source: WEB REPORT

Incident Information

Tank ID:
Tank Regulated: U
Tank Regulated By:
Capacity of Tank:
Capacity Tank Units:
Description of Tank:
Actual Amount:
Actual Amount Units:
Tank Above Ground:
Building ID:
Location Area ID:
Location Block ID:
OCSG No:
OCSG No:
State Lease No:
Pier Dock No:
Berth Slip No:
Brake Failure: N

NPDES:		Airbag Deployed:	
NPDES Compliance:	U	Transport Contain:	U
Init Contin Rel No:		Location Subdiv:	SYRACUSE TERMINAL
Contin Rel Permit:		Platform Rig Name:	
Contin Release Type:		Platform Letter:	
Aircraft ID:		Allision:	U
Aircraft Runway No:		Type of Structure:	
Aircraft Spot No:		Structure Name:	
Aircraft Type:		Structure Oper:	U
Aircraft Model:		Transit Bus Flag:	
Aircraft Fuel Cap:		Date Time Norm Serv:	
Aircraft Fuel Cap U:		Serv Disrupt Time:	
Aircraft Fuel on Brd:		Serv Disrupt Units:	
Aircraft Fuel OB U:		CR Begin Date:	
Aircraft Hanger:		CR End Date:	
Road Mile Marker:		CR Change Date:	
Power Gen Facility:	U	FBI Contact:	
Generating Capacity:		FBI Contact Dt Tm:	
Type of Fixed Obj:		Passenger Handling:	AMTRAK TRAIN P06420 WAS DELAYED ABOUT 20 MIN.
Type of Fuel:		Passenger Route:	YES
DOT Crossing No:		Passenger Delay:	YES
DOT Regulated:	U	Sub Part C Test Req:	NO
Pipeline Type:		Conductor Test:	
Pipeline Abv Ground:	ABOVE	Engineer Test:	
Pipeline Covered:	N	Trainman Test:	
Exposed Underwater:	U	Yard Foreman Test:	
Railroad Hotline:		RCL Operator Test:	
Railroad Milepost:	QC 219.4	Brakeman Test:	
Grade Crossing:	N	Train Dispat Test:	
Crossing Device Ty:		Signalman Test:	
Ty Vehicle Involved:		Oth Employee Test:	
Device Operational:	U	Unknown Test:	

Incident Details Information

Release Secured:	U	State Agen Report No:	
Release Rate:		State Agen on Scene:	
Release Rate Unit:		State Agen Notified:	
Release Rate Rate:		Fed Agency Notified:	
Est Duration of Rel:		Oth Agency Notified:	
Desc Remedial Act:	ONONDAGA COUNTY OFFICE OF EMERGENCY MANAGEMENT ADVISED SUBJECT IS NOW IN CUSTODY OF LOCAL POLICE.	Body of Water:	
Fire Involved:	N	Tributary of:	
Fire Extinguished:	U	Near River Mile Make:	
Any Evacuations:	N	Near River Mile Mark:	
Number Evacuated:		Offshore:	N
Who Evacuated:		Weather Conditions:	
Radius of Evacu:		Air Temperature:	
Any Injuries:	N	Wind Direction:	
No. Injured:		Wind Speed:	
No. Hospitalized:		Wind Speed Unit:	
No. Fatalities:		Water Supp Contam:	U
Any Fatalities:	N	Water Temperature:	
Any Damages:	N	Wave Condition:	
Damage Amount:		Current Speed:	
Air Corridor Closed:	N	Current Direction:	
Air Corridor Desc:		Current Speed Unit:	
Air Closure Time:		EMPL Fatality:	
Waterway Closed:	N	Pass Fatality:	
Waterway Desc:		Community Impact:	
Waterway Close Time:		Passengers Transfer:	NO
Road Closed:	N	Passenger Injuries:	
Road Desc:		Employee Injuries:	
Road Closure Time:		Occupant Fatality:	
Road Closure Units:		Sheen Size:	
Closure Direction:		Sheen Size Units:	
Major Artery:	No	Sheen Size Length:	

Track Closed: N
Track Desc:
Track Closure Time:
Track Closure Units:
Track Close Dir:
Media Interest: NONE
Medium Desc: NON-RELEASE (N/A)
Add Medium Info:

Sheen Size Length U:
Sheen Size Width:
Sheen Size Width U:
Sheen Color:
Dir of Sheen Travel:
Sheen Odor Desc:
Duration Unit:
Additional Info:

Site:
END OF DUKE DR SYRACUSE NY

HMIRS

Incident County: ONONDAGA

HMIR Incident Reports

Report No: I-1992060303
Report Type: A hazardous material incident
Date of Incident: 05/27/1992
Time of Incident: 0910
Haz Class Code: 2.0
Hazardous Class: COMBUSTIBLE LIQUID
Commodity Short Nm: COMBUSTIBLE LIQUID N.O.
Commodity Long Nm: COMBUSTIBLE LIQUID N.O.S.
Trade Name: METHYL ETHYL KETONE
ID No: NA1993
Haz Waste Ind: Yes
Haz Waste EPA No:
HMIS Tox Inhalation?: No
TIH Hazard Zone:
Qty Released: 0.0625
Unit of Measure: LGA
What Failed: 109
What Failed Desc: Closure (e.g. Cap Top or Plug)
How Failed Code:
How Failed Desc:
Failure Cause Code: 508
Failure Cause Desc: Defective Component or Device
Ident. Markings:
Cont1 Pkging Type:
Cont1 Const Mat:
Cont1 Head Type:
Cont1 Pkg Capacity: 55
C1 Capacity UOM: LGA
Cont1 Pkg Amt:
C1 Pkg Amt UOM:
Cont1 Pkg Number: 4
C1 Pkg NO Failed: 1
Cont1 Pkg Mnfctr: NOT REPORTED BY CARRIER
Cont1 Pkg Mnfct Dt:
Cont1 Pkg Serial NO:
C1 Pkg Last Test Dt:
C1 Test Const Mat:
C1 Pkg Dsign Pres.:
C1 Dsign Press UOM:
C1 Pkg Shell Thick:
C1 Shell Thick UOM:
C1 Head Thickness:
C1 Head Thick UOM:
C1 Pkg Srvc Pres.:
C1 Srvc Press UOM:
C1 Valve/Device Fail?: No
C1 Device Type:
C1 Device Mnfctr:
C1 Device Model:
NRC No:

RAM Pkg Category:
RAM Pkg Cert.: FALSE

Fed DOT Agency Nm:
Fed DOT Report No:
Report Submit Src: Paper
Inc Multiple Rows: No
Inc Non US State:
Mode Transport: Highway
Transport Phase: LOADING
Incident Occrrnce:
Mat Ship Approval?: No
Mat Ship Approv No:
Undecl Hazmat Ship?: No
Packaging Type: Non-Bulk
Packing Group:
Carrier Reporter: SAFETY-KLEEN CORP
CR Street Name: 777 BIG TIMBER RD
CR City: ELGIN
CR State: IL
CR Postal Code: 60123-1488
CR Non US State:
CR Fed DOT ID: 0
CR Hazmat Reg ID:
CR Country: US
Shipper Name: SAFETY-KLEEN CORP
Shipper Street Name: 777 BIG TIMBER RD
Shipper City: ELGIN
Shipper State: IL
Shipper Postal: 60123-1488
Shipper Non US St:
Shipper Country: US
Shipper Waybill:
Ship Hazmat Reg ID:
Origin City: SYRACUSE
Origin State: NEW YORK
Origin Postal: 13211
Origin Non US St:
Origin Country: US
Destination City: NEW CASTLE
Destination State: KENTUCKY
Destination Postal: 40050
Destination Non US:
Destination Country: US
Cont2 Package Type:
Cont2 Const Mat:
Cont2 Pkg Capacity:
Cont2 Capacity UOM:
Cont2 Pkg Amount:
Cont2 Pkg Amt UOM:
Cont2 Pkg No:
Cont2 Pkg No Failed:

Haz NonHosp Public: 0
Haz NonHosp Old: 0

RAM Pkg Cert. NBR:
RAM Nuclide S:
RAM Transport Index:
RAM UOM:
RAM Activity Rpted:
RAM UOM Rpted:
RAM Activity:
RAM Activity UOM:
RAM Mat Safety:
Spillage Result: Yes
Fire Result: No
Explosion Result: No
Water Sewer Result: No
Gas Dispersion: No
Environment Damage: No
No Release Result: No
Fire EMS Report: No
Fire EMS EMS Report:
Police Report: No
Police Report No:
In House Cleanup: No
Other Cleanup: No
Damage > 500: No
Material Loss: 0
Carrier Damage: 0
Property Damage: 0
Response Cost: 0
Remediation Cost: 0
Damage Old Form: 0
Total Damages Amt: 0
Hazmat Fatality: No
Haz Fatal Employees: 0
Haz Fatal Respndrs: 0
Haz Fatal Gen Public: 0
Tot Hazmat Fatalities: 0
Non Hazmat Fatality: No
Non Hazmat Fataals: 0
Hazmat Injury: No
Haz Hospital Empl: 0
Haz Hospital Resp: 0
Haz Hosp Gen Public: 0
Haz Hosp Old Form: 0
Total Haz Hosp Inj: 0
Haz Non Hosp Empl: 0
Haz Non Hosp Resp: 0
Description of Events:

Tot Haz Non Hosp Inj: 0
Total Hazmat Injuries: 0
Evacuation Indicator: No
Public Evacuated: 0
Employees Evac: 0
Total Evacuated: 0
Total Evacuation Hrs: 0
Major Artery Closed: No
Mjr Artery Hrs Closed: 0
Material Involved: No
Estimated Speed: 0
Weather Conditions:
Vehicle Overturn: No
Vehicle Left Roadway: No
Passenger Aircraft: No
Cargo Baggage:
Ship Non Transport: No
Ship Air First Flight: No
Ship Air Subflight: No
Ship Init Transport: No
Ship Phase Transfer: No
Contact Name: ANDREW P DUMAS
Contact Title: FACILITY MANAGER
Contact Business:
Contact Street:
Contact City:
Contact State:
Contact Postal:
Contact Non US St:
Contact Country: US
Inc. Report Prepared:
HMIS Serious Incidnt: No
HMIS Serious Fatality: No
HMIS Serious Injury: No
HMIS Flight Plan: No
HMIS Serious Evacs: No
HMIS Major Artery: No
HMIS Bulk Release: No
HMIS Marine Pollutnt: No
HMIS Radioactive: No
HMIS Gen Pkg Type: OHMIR.Ref_Container.descr_txt
HMIS Container Code: 17E
HMIS Container Desc: Steel STC* RHNA*
HMIS Bulk Incident: No
Undeclared Shipment: No

WE WERE IN THE PROCESS OF A ROUTINE TRUCK TO TRUCK TRANSFER OF FOUR STEEL 55 GALLONS DRUMS AT ONE OF OUR SAFETY-KLEEN OIL DEPOTS LOCATED AT THE END OF DUKE DRIVE SYRACUSE NY. WHILE DURING THE TRANSFER ONE OF THE DRUMS WAS TIPPED AND LEAKED APPROX 1/2 PINT OF METHYL ETHYL KETONE AND PAINT BETWEEN THE DRUM LID AND RING. THE SPILL WAS CONFINED TO THE LIFT GATE OF THE TRUCK. ALL OF THE MATERIAL WAS REMOVED WITH CLOTH ABSORBENT AND PLACED IN A DRUM. THE FAULTY LID AND SEAL WERE REPLACED AND THE DRUM RESEALED.

Recommend Actions Taken:

Site: SAFETY KLEEN
 DUKE RD SYRACUSE NY

LST

Spill No: 9009509
Site ID: 199040
DER Facility ID: 165660
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Tank Overfill
Water Body:
Source: Commercial/Industrial
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: True

Spill Date: 1990-12-01 09:30:00
Rcvd Date: 1990-12-01 11:24:00
CAC Date: 1990-12-01 00:00:00
Insp Date:
Close Date: 1990-12-01 00:00:00
Create Date: 1990-12-10 00:00:00
Update Date: 1991-02-05 00:00:00
DEC Region: 7
Lead DEC: MENASH
Reported by: Responsible Party
Referred to:
County: Onondaga
Latitude:
Longitude:

UST Trust: False
Caller Remark:

TANK TRUCK TRANSFERING WASTE OIL FROM TRUCK. ENVIRONMENTAL OIL CALL- ED.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	SAFETY KLEEN	Spiller Country:	001
Spiller Address:	PO BOX 288	Contact Name:	
Spiller City:	MEDFORD	Contact Phone:	
Spiller State:	MA	Contact Ext:	

Material Information

OP Unit ID:	949936	Med Air:	False
OU:	01	Med in Air:	False
Material ID:	429721	Med GW:	False
Material Code:	0022	Med SW:	False
Material Name:	waste oil/used oil	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	100.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

Site: SOLVAY AUTOMOTIVE
MILTON AVE SOLVAY NY 13209

LST

Spill No:	9406360	Spill Date:	1994-08-10 11:00:00
Site ID:	62226	Rcvd Date:	1994-08-10 11:09:00
DER Facility ID:	294659	CAC Date:	
CID:		Insp Date:	
Program Type:	ER	Close Date:	2005-03-03 00:00:00
SWIS Code:	3432	Create Date:	1994-08-21 00:00:00
Contribute Factor:	Tank Test Failure	Update Date:	2005-06-27 13:26:58.763000000
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	BFMATTHE
Class:	B4	Reported by:	Tank Tester
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude:	
After Hours:	False	Longitude:	
UST Trust:	True		
Caller Remark:			

TANK TEST FAILURE . PUMPING TANK OUT

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was BM March 3, 2005 all requirements have been met for spill closure of the site.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	SAME	Spiller Country:	001
Spiller Address:	2123 MILTON AVE	Contact Name:	
Spiller City:	SYRACUSE	Contact Phone:	
Spiller State:	ZZ	Contact Ext:	

Material Information

OP Unit ID: 1003742
OU: 01
Material ID: 379405
Material Code: 0009
Material Name: gasoline
CAS No:
Material Family: Petroleum
Quantity: .00
Units: L
Recovered: .00
Med Soil: True

Med Air: False
Med in Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate: False

Site: AMERADA HESS
OIL CITY, HIAWATHA BLVD SYRACUSE NY

LST

Spill No: 8709877
Site ID: 82606
DER Facility ID: 260671
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Tank Failure
Water Body:
Source: Major Facility (MOSF) > 400,000 gal
Class: B3
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 1988-02-01 12:00:00
Rcvd Date: 1988-02-18 10:15:00
CAC Date: 1989-07-31 00:00:00
Insp Date:
Close Date: 1990-02-22 00:00:00
Create Date: 1988-03-07 00:00:00
Update Date: 1994-04-13 00:00:00
DEC Region: 7
Lead DEC: VOLLMER
Reported by: Other
Referred to:
County: Onondaga
Latitude:
Longitude:

ANONYMOUS CALLER REPORTED SEEING A VAC-TRUCK WORKING IN TERMINAL NEAR REAR TANK. TANK 2108 FOUND TO BE LEAKING. BOTTOM SEVERELY CORRODED.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV 02/18/88: SPOKE TO TERMINAL MANAGER. EVENTUALLY SHOWED US SPILL AREA. TANK #2108 MAY BE LEAKING. OIL STAINS ON BALLAST; 2 RECOVERY WELLS INSTALLED. 03/03/88: SAMPLES TAKEN FROM W. REC. WELL & TANK #2108 FOR ID & CROSSMATCH. REC PUMPS & CF DRUMS READY FOR STARTUP. 03/09/88: SITED 2 MONITORING WELLS DOWN GRADIENT OF TANK 2108. UPGRADIENT WELLS ON PYRAMID (MARLEY) PROPERTY TO BE USED. DRILLING ON 03/11/88. 03/28/88: MET WITH KEN ZOELLER, INSPECTED TANK AREA. 400 GAL RECOVERED IN LAST 2 DAYS DUE TO HEAVY RAIN. NW AREA OF TANK LEACHING FREE PRODUCT. WILL EXTEND RECOVERY SYSTEM. 05/11/88: FECOVERED 1000 GALS. ON 5/8/88 AFTER EXCAVATING TO BELOW RING WALL. INSTALLING RECOVERY SYSTEM ON 5/12/88. 06/07/88: RECOVERY SYSTEM TO BE INSTALLED BY 6/17/88. 5000 GAL RECOVERED TO DATE. 09/28/88: INSTALLED 6 NEW DRUMS OF CARBON. DISCHARGE TO CB TO OUTFALL. WILL SUBMIT SPDES. MODIFICATION AND REPORT ON WINTERIZATION. 10/17/88: WELLS AROUND TANK #2108 TO BE IN BY 11/1/88. 14618 GALLONS RECOVERED TO DATE. 11/22/88: RECOVERY CONTINUING. 04/19/89: RECOVERY RATE LT 10 GAL PER MONTH NOW. GAVE PERMISSION TO BEGIN CYCLING OF RECOVERY SYSTEM. 07/13/89: RECOVERED APRIL -JUNE 208 GAL. REC TO DATE 16989 GAL. 10/13/89: RECOVERED JULY-SEPT 204 GAL.,REC TO DATE 17193 GAL. 01/18/91: FREE PRODUCT (4) FOUND IN MW 6 AT FORMER TANK 2108 SITE. RECOVERY SYSTEM TO BE RUNNING BY 03/01/91. 05/17/91: RECOVERY SYSTEM (PUMP AND TREAT) OPERATING.

Spiller Information

Spiller Name:
Spiller Company: AMERADA HESS
Spiller Address: 1 HESS PLAZA
Spiller City: WOODBRIDGE
Spiller State: NJ

Spiller Zip: 070950961
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 914810
OU: 01
Material ID: 461670
Material Code: 0001A
Material Name: #2 fuel oil
CAS No:

Med Air: False
Med in Air: False
Med GW: True
Med SW: False
Med DW: False
Med Sewer: False

Material Family:	Petroleum	Med Surf:	False
Quantity:	18000.00	Med Subway:	False
Units:		Med Utility:	False
Recovered:	17193.00	Oxygenate:	
Med Soil:	False		

Site: HESS STATION
OIL CITY, HIAWATHA BLVD SYRACUSE NY

LST

Spill No:	8802741	Spill Date:	1988-06-20 12:00:00
Site ID:	94430	Rcvd Date:	1988-06-20 12:00:00
DER Facility ID:	260671	CAC Date:	1989-04-19 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1989-04-19 00:00:00
SWIS Code:	3415	Create Date:	1988-07-08 00:00:00
Contribute Factor:	Tank Failure	Update Date:	1989-05-15 00:00:00
Water Body:		DEC Region:	7
Source:	Gasoline Station or other PBS Facility	Lead DEC:	VOLLMER
Class:		Reported by:	Responsible Party
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude:	
After Hours:	False	Longitude:	
UST Trust:	True		
Caller Remark:			

FOUND CONTAMINATED GROUNDWATER DURING TANK REMOVAL PROJECT.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV 06/20/88: 4 MONITORING WELLS TO BE INSTALLED, WITH NEW TANKS. MONITOR FOR FREEPRODUCT. LARGE AMOUNT OF CONTAMINATED SOIL TO BE DISPOSED OF. GIAMARINO IS CONTRACTOR. 11/23/88: MONITORING. 04/19/89: CHECKED MW IN TANK FIELD. NO FREE PROD OR SHEEN. SLIGHT PETRO ODOR. NO REMEDIATION WARRANTED AT H\THIS TIME.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	AMERADA HESS	Spiller Country:	999
Spiller Address:		Contact Name:	
Spiller City:		Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	919953	Med Air:	False
OU:	01	Med in Air:	False
Material ID:	458310	Med GW:	True
Material Code:	0009	Med SW:	False
Material Name:	gasoline	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	False		

Site: HUDSON GAS STATION
OIL CITY W HIAWATHA BLVD SYRACUSE NY

LST

Spill No:	9001793	Spill Date:	1990-05-11 10:00:00
Site ID:	88230	Rcvd Date:	1990-05-16 09:53:00
DER Facility ID:	80734	CAC Date:	
CID:		Insp Date:	
Program Type:	ER	Close Date:	2003-11-05 00:00:00
SWIS Code:	3415	Create Date:	1990-06-01 00:00:00
Contribute Factor:	Tank Failure	Update Date:	2003-11-05 00:00:00

Water Body:
Source: Gasoline Station or other PBS Facility
Class: B3
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: True
Caller Remark:

DEC Region: 7
Lead DEC: GREGG
Reported by: Other
Referred to:
County: Onondaga
Latitude:
Longitude:

BORINGS IN FRONT OF OF STATION HAD PID READINGS IN EXCESS OF 200 PPM.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was TG 04/20/91: 2/22/91 FRANCIS LOMBARDI CALLED AND SAID THEY WOULD BE REMOVING THE TANKS WITHIN THE NEXT TWO WEEKS. WILL CALL AND SEE WHAT IS HAPPENING HERE.

Spiller Information

Spiller Name:
Spiller Company: TARKY LOMBARDI, JR
Spiller Address:
Spiller City:
Spiller State: ZZ

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 940057
OU: 01
Material ID: 436577
Material Code: 0009
Material Name: gasoline
CAS No:
Material Family: Petroleum
Quantity: .00
Units: L
Recovered: .00
Med Soil: False

Med Air: False
Med in Air: False
Med GW: True
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: SYRACUSE PARKS&RECREATION
PARKS & REC SPENCER ST SYRACUSE NY

LST

Spill No: 8803250
Site ID: 286128
DER Facility ID: 231902
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Tank Test Failure
Water Body:
Source: Institutional, Educational, Gov., Other
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: True
UST Trust: True
Caller Remark:

Spill Date: 1988-07-14 21:45:00
Rcvd Date: 1988-07-15 01:20:00
CAC Date: 1989-04-10 00:00:00
Insp Date:
Close Date: 1989-04-10 00:00:00
Create Date: 1988-07-18 00:00:00
Update Date: 1993-03-24 00:00:00
DEC Region: 7
Lead DEC: AJMARSCH
Reported by: Tank Tester
Referred to:
County: Onondaga
Latitude: 43.057566000
Longitude: -76.163886000

4000 GAL TANK. FAILURE RATE -.183 GPH. WILL EXCAVATE ISOLATE AND RETEST. SEE 8804997

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was JM

Spiller Information

Spiller Name:
Spiller Company: CITY OF SYRACUSE
Spiller Address:
Spiller City:
Spiller State: ZZ

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 920415
OU: 01
Material ID: 458813
Material Code: 0009
Material Name: gasoline
CAS No:
Material Family: Petroleum
Quantity: .00
Units:
Recovered: .00
Med Soil: False

Med Air: False
Med in Air: False
Med GW: True
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: **CRUCIBLE SPECIALTY METALS**
STATE FAIR BOULEVARD SYRACUSE NY

LST

Spill No: 9109080
Site ID: 164695
DER Facility ID: 228880
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Tank Failure
Water Body:
Source: Commercial/Industrial
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 1990-11-25 12:00:00
Rcvd Date: 1991-11-25 14:19:00
CAC Date: 1991-12-11 00:00:00
Insp Date:
Close Date: 1991-12-11 00:00:00
Create Date:
Update Date: 2003-12-02 00:00:00
DEC Region: 7
Lead DEC: VOLLMER
Reported by: Citizen
Referred to:
County: Onondaga
Latitude: 43.083099994
Longitude: -76.231940000

CALLER SUSPECTED PROCESSING TANK FAILURE AND SUBSEQUENT LEAKAGE OF SOLUTION INTO GROUND. SITE VISIT (12/11/91) SHOWED THAT MOLTEN NAOH (IF IT DID LEAK) COULD NOT ESCAPE TO GROUND.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was JJP 09/28/95: This is additional information about material spilled from the translation of the old spill file: 85/15-NAOH/NANO3.

Spiller Information

Spiller Name:
Spiller Company: CRUCIBLE SPECIALTY METALS
Spiller Address: STATE FAIR BLVD.
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip: 13201
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Site: **Spill Number 8601753**
SCHUYLER ROAD EAST SYRACUSE NY

LST

Spill No: 8601753
Site ID: 127478
DER Facility ID: 227093
CID:
Program Type: ER
SWIS Code: 3400
Contribute Factor: Tank Failure

Spill Date: 1986-06-13 10:00:00
Rcvd Date: 1986-06-13 11:00:00
CAC Date: 1987-08-11 00:00:00
Insp Date:
Close Date: 1987-08-11 00:00:00
Create Date: 1986-07-09 00:00:00
Update Date: 1986-07-09 00:00:00

Water Body:
Source: Commercial/Industrial
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

DEC Region: 7
Lead DEC: UNASSIGNED
Reported by: Tank Tester
Referred to:
County: Onondaga
Latitude:
Longitude:

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was

Spiller Information

Spiller Name:
Spiller Company: NEW ENGLAND MOTOR FREIGHT
Spiller Address:
Spiller City:
Spiller State: ZZ

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 899204
OU: 01
Material ID: 478237
Material Code: 0001A
Material Name: #2 fuel oil
CAS No:
Material Family: Petroleum
Quantity: .00
Units:
Recovered: .00
Med Soil: False

Med Air: False
Med in Air: False
Med GW: True
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: RYDER TRUCK RENTAL
SPENCER ST SYRACUSE NY

LST

Spill No: 9000016
Site ID: 246470
DER Facility ID: 202418
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Tank Test Failure
Water Body:
Source: Commercial/Industrial
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: True
Caller Remark:

Spill Date: 1990-04-02 11:30:00
Rcvd Date: 1990-04-02 11:45:00
CAC Date: 1990-04-06 00:00:00
Insp Date:
Close Date: 1990-04-13 00:00:00
Create Date: 1990-04-04 00:00:00
Update Date: 1990-05-17 00:00:00
DEC Region: 7
Lead DEC: ROMOCKI
Reported by: Tank Tester
Referred to:
County: Onondaga
Latitude: 43.044699994
Longitude: -76.177560000

TANK TEST FAILURE. TO BE RETESTED.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MR 04/10/90: TANK DID NOT PASS LEAK RETEST. ANOTHER TANK ADJACENT TO FAILED TANK TESTED O.K. FOR LEAKS. THE DESIRE NOT TO DISTURB THIS TANK LEAD TO THE DECISION TO CLOSE THE BAD TANK IN PLACE. IT WAS SLURRY FILLED.

Spiller Information

Spiller Name:
Spiller Company: RYDER TRUCK RENTAL
Spiller Address: 300 SPENCER ST.
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip: 13204
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 939230
OU: 01
Material ID: 438444
Material Code: 0009
Material Name: gasoline
CAS No:
Material Family: Petroleum
Quantity: .00
Units:
Recovered: .00
Med Soil: True

Med Air: False
Med in Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: LAKESIDE FIRE DEPARTMENT
STATE FAIR BLVD GEDDES NY

LST

Spill No: 9960017
Site ID: 261612
DER Facility ID: 276611
CID:
Program Type: ER
SWIS Code: 3400
Contribute Factor: Tank Failure
Water Body:
Source: Institutional, Educational, Gov., Other
Class: C3
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: True
Caller Remark:

Spill Date: 1999-06-29 12:00:00
Rcvd Date: 1999-07-14 12:00:00
CAC Date:
Insp Date:
Close Date: 2002-08-05 00:00:00
Create Date: 1999-07-15 15:36:00
Update Date: 2002-08-05 00:00:00
DEC Region: 7
Lead DEC: CFMANNES
Reported by: Other
Referred to:
County: Onondaga
Latitude:
Longitude:

TANK CLOSURE REPORT INDICATES PETROLEUM CONTAMINATION

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM TANK CLOSURE REPORT NOT SUBMITTED TO DEC

Spiller Information

Spiller Name: STEVE ERWIN
Spiller Company: LAKESIDE FIRE DEPARTMENT
Spiller Address: STATE FAIR BLVD
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 1090244
OU: 01
Material ID: 290533
Material Code: 0008
Material Name: diesel
CAS No:
Material Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: False

Med Air: False
Med in Air: False
Med GW: True
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: PENN TRAFFIC
STATE FAIR BOULEVARD SYRACUSE NY

LST

Spill No:	0000428	Spill Date:	2000-04-11 10:30:00
Site ID:	261599	Rcvd Date:	2000-04-11 11:04:00
DER Facility ID:	228880	CAC Date:	
CID:	371	Insp Date:	
Program Type:	ER	Close Date:	2000-10-24 00:00:00
SWIS Code:	3415	Create Date:	2000-04-11 00:00:00
Contribute Factor:	Tank Failure	Update Date:	2000-10-26 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	MENASH
Class:	C6	Reported by:	Other
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude:	43.083099994
After Hours:	False	Longitude:	-76.231940000
UST Trust:	True		
Caller Remark:			

removing old ust and found contaminated soil -- pbs 7-041939 - clean up has begun.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN MADE SITE VISIT. MINIMAL CONTAMINATION. NO FURTHER REMEDIATION REQUIRED.

Spiller Information

Spiller Name:	CALLER	Spiller Zip:	
Spiller Company:	PENN TRAFFIC	Spiller Country:	001
Spiller Address:	STATE FAIR BLVD	Contact Name:	CALLER
Spiller City:	SYRACUSE	Contact Phone:	
Spiller State:	ZZ	Contact Ext:	

Material Information

OP Unit ID:	822177	Med Air:	False
OU:	01	Med in Air:	False
Material ID:	288677	Med GW:	False
Material Code:	0008	Med SW:	False
Material Name:	diesel	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

Tank Test Information

Spill Tank ID:	1525473	Source:	
Tank No:		Leak Rate:	.00
Tank Slze:	0	Gross Fail:	
Material:	0008	Modified by:	Spills
EPA UST:		Last Modified:	2004-10-01 04:00:45.140000000
UST:		Test Method:	00
Cause:		Alt Test Method:	Unknown

Site: WILLIS AVE
WILLIS AVENUE SYRACUSE NY

LST

Spill No:	8301860	Spill Date:	1983-12-15 12:00:00
Site ID:	282647	Rcvd Date:	1983-12-15 12:00:00
DER Facility ID:	229464	CAC Date:	1985-03-19 00:00:00

CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Tank Failure
Water Body:
Source: Institutional, Educational, Gov., Other
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: True
Caller Remark:

Insp Date:
Close Date: 1987-05-11 00:00:00
Create Date: 1987-09-17 00:00:00
Update Date: 1989-07-20 00:00:00
DEC Region: 7
Lead DEC: GREGG
Reported by: Other
Referred to:
County: Onondaga
Latitude: 43.053234994
Longitude: -76.192740000

PIPE LEAK AT SDC. GASOLINE ENTERING HARBOR BROOK VIA STORM SEWER.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was TG

Spiller Information

Spiller Name:
Spiller Company: SYRACUSE DEVELOPMENTAL CT
Spiller Address: 800 S. WILBUR AVE.
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 894641
OU: 01
Material ID: 481385
Material Code: 0009
Material Name: gasoline
CAS No:
Material Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: False

Med Air: False
Med in Air: False
Med GW: False
Med SW: True
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: JEROME PLMB., MILTON AVE.
CITGO STATION MILTON AVE SOLVAY NY

LST

Spill No: 8604736
Site ID: 162615
DER Facility ID: 137194
CID:
Program Type: ER
SWIS Code: 3400
Contribute Factor: Tank Failure
Water Body:
Source: Gasoline Station or other PBS Facility
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: True
Caller Remark:

Spill Date: 1986-10-22 10:00:00
Rcvd Date: 1986-10-22 10:00:00
CAC Date: 1987-08-11 00:00:00
Insp Date:
Close Date: 1987-08-11 00:00:00
Create Date:
Update Date: 2003-12-02 00:00:00
DEC Region: 7
Lead DEC: UNASSIGNED
Reported by: Responsible Party
Referred to:
County: Onondaga
Latitude: 43.079850000
Longitude: -75.391991000

REPORTED TANK LEAK WHILE I WAS ON SITE INSPECTING A MINOR SURFACE SPILL. TANK IS TAKING ON WATER, A SECOND TANK ON SITE IS ALSO LEAKING.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was // : TURNED OVER TO ANDY WATKINS.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	JEROME PLUMBING	Spiller Country:	001
Spiller Address:	2409 MILTON AVE.	Contact Name:	
Spiller City:	SOLVAY	Contact Phone:	
Spiller State:	ZZ	Contact Ext:	

Material Information

OP Unit ID:	901747	Med Air:	False
OU:	01	Med in Air:	False
Material ID:	473968	Med GW:	True
Material Code:	0009	Med SW:	False
Material Name:	gasoline	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:		Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	False		

Site: SAFETY KLEEN OIL
DUKE DRIVE SYRACUSE NY

LST

Spill No:	8907638	Spill Date:	1989-10-31 20:00:00
Site ID:	319407	Rcvd Date:	1989-11-01 11:00:00
DER Facility ID:	106305	CAC Date:	1989-11-01 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1989-11-01 00:00:00
SWIS Code:	3415	Create Date:	1989-11-08 00:00:00
Contribute Factor:	Tank Overfill	Update Date:	1995-02-09 00:00:00
Water Body:		DEC Region:	7
Source:	Tank Truck	Lead DEC:	HDWARNER
Class:	C3	Reported by:	Affected Persons
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude:	43.061700994
After Hours:	False	Longitude:	-76.181842000
UST Trust:	False		
Caller Remark:			

WASTE OIL SPILLED DURING TRANSFER. ABSORBANT PADS USED TO CONTAIN SPILL.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW 04/11/91: SAFTY KLEEN DID NOT REPORT SPILL WITHIN 2HR REQUIRMENT. CASE REPORT FORWARDED TO LEGAL STAFF FOR CONSIDERATION.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	BRESLAU INC	Spiller Country:	039
Spiller Address:	PO BOX 130	Contact Name:	
Spiller City:	BRESLAU, ONTARIO	Contact Phone:	
Spiller State:	NN	Contact Ext:	

Material Information

OP Unit ID:	932562	Med Air:	False
OU:	01	Med in Air:	False
Material ID:	444425	Med GW:	False
Material Code:	0829A	Med SW:	False
Material Name:	crank case oil	Med DW:	False

CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:		Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		
OP Unit ID:	932562	Med Air:	False
OU:	01	Med in Air:	False
Material ID:	444424	Med GW:	False
Material Code:	0022	Med SW:	False
Material Name:	waste oil/used oil	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	100.00	Med Subway:	False
Units:		Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

Site: METRO SEWER TREATMENT PLA
HIAWATHA BLVD SYRACUSE NY

LST

Spill No:	9804667	Spill Date:	1998-07-14 14:19:00
Site ID:	322248	Rcvd Date:	1998-07-14 14:19:00
DER Facility ID:	213043	CAC Date:	
CID:	270	Insp Date:	
Program Type:	ER	Close Date:	2002-08-06 00:00:00
SWIS Code:	3415	Create Date:	1998-07-14 00:00:00
Contribute Factor:	Tank Overfill	Update Date:	2002-08-06 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	CFMANNES
Class:	C3	Reported by:	Affected Persons
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude:	
After Hours:	False	Longitude:	
UST Trust:	True		
Caller Remark:			

CONTAMINATED SOIL DISCOVERED DURING TANK PULL

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM NO DATA SUBMITTED

Spiller Information

Spiller Name:	JOHN ELLIOTT	Spiller Zip:	
Spiller Company:	METRO SEWER TREATMENT PLA	Spiller Country:	001
Spiller Address:	HIAWATHA	Contact Name:	JOHN ELLIOTT
Spiller City:	SYRACUSE	Contact Phone:	(315) 435-3451
Spiller State:	NY	Contact Ext:	

Site: AMERADA HESS
HIAWATHA BLVD SYRACUSE NY

LST

Spill No:	8911728	Spill Date:	1990-03-12 11:30:00
Site ID:	260860	Rcvd Date:	1990-03-12 13:30:00
DER Facility ID:	213043	CAC Date:	1990-03-12 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1990-03-12 00:00:00
SWIS Code:	3415	Create Date:	
Contribute Factor:	Tank Overfill	Update Date:	2003-12-02 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial Vehicle	Lead DEC:	VOLLMER
Class:		Reported by:	Affected Persons
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga

REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Latitude:
Longitude:

KEROSEN WENT INTO DRAIN AT RACK AND REMOVED.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	terpenning	Spiller Country:	999
Spiller Address:		Contact Name:	
Spiller City:		Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	937558	Med Air:	False
OU:	01	Med in Air:	False
Material ID:	441237	Med GW:	False
Material Code:	0012A	Med SW:	False
Material Name:	kerosene	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	22.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

Site: **NYSDOT BIN 1049610**
EXIT 7 STATE FAIR BLVD SOLVAY NY 13209

[NY MANIFEST](#)

RCRA ID:	NYR000164665	Mailing Street 2:	
Handler Name:	NYSDOT BIN 1049610	Mailing City:	SYRACUSE
Contact Name:	NYSDOT BIN 1049610	Mailing State:	NY
Location State:	NY	Mailing Zip:	13202
Location Zip Ext:		Mailing Zip Extension:	
Location Country:	USA	Mailing Country:	USA
Location County:	ONONDAGA	Business Phone No:	
Mailing Street 1:	109 S WARREN ST		

Manifest Data 2010

Manifest Tracking No: 000201947WAS
Page No: 1.0
Item Line No: 1.0
Gen RCRA ID: NYR000164665
Gen Sign Date: 2010-12-09
TSDf RCRA ID: NJD991291105
TSDf Sign Date: 2010-12-10
Transporter 1 RCRA ID: NYD046765574
Transporter 1 Sign Date: 2010-12-09
Transporter 2 RCRA ID:
Transporter 2 Sign Date:
Import Ind: No
Export Ind: No
Discr Quantity Ind: No
Discr Type Ind: No
Discr Residue Ind: No
Discr Partial Reject Ind: No
Discr Full Reject Ind: No
Manifest Ref No:
Alt Facility RCRA ID:

Alt Facility Sign Date:
No of Containers: 18.0
Container Type Code: DM-Metal drums, barrels, kegs
Waste Qty: 10000.0
Unit of Measure: P-Pounds
Specific Gravity: 1.0
Handling Type Code: T-Chemical, physical, or biological treatment
Mgmt Method Type Code: H111
Waste Code 1: D008
Waste Code 2:
Waste Code 3:
Waste Code 4:
Waste Code 5:
Waste Code 6:

Site: **NYSDOT I-690 EB AND WB OVER**
HIAWATHA BOULEVARD SYRACUSE NY

NY MANIFEST

RCRA ID:	NYR000026872	Mailing Street 2:	
Handler Name:	NYSDOT I-690 EB AND WB OVER	Mailing City:	SYRACUSE
Contact Name:	ROBERT TRENDELL	Mailing State:	NY
Location State:	NY	Mailing Zip:	13202
Location Zip Ext:		Mailing Zip Extension:	
Location Country:	USA	Mailing Country:	USA
Location County:	ONONDAGA	Business Phone No:	3156687313
Mailing Street 1:	109 SOUTH WARREN STREET		

Manifest Data 1996

Manifest No: MIA4561907
Sequence No: 01
Generator RCRA ID No: NYR000026872
Generator Shipped Date: 10/10/1996
TSD RCRA ID No: MID096963194
TSD Received Date: 10/15/1996
Transporter 1 RCRA ID No: NYD986903904
Transporter 1 State ID: 71596ENY
Transporter 1 Received Date: 10/10/1996
Transporter 2 RCRA ID No: NYD986903904
Transporter 2 State ID: 86044DNY
Transporter 2 Received Date: 10/14/1996
Number of Containers 1: 003
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 02400
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: T-Chemical, physical, or biological treatment
Waste Code 1 1: D008
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:

Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Site: NIAGARA MOHAWK POWER CORPORATION
NEW YORK STATE FAIR BLVD SOLVAY NY 13209

NY MANIFEST

RCRA ID:	NYD980782916	Mailing Street 2:	
Handler Name:	NIAGARA MOHAWK POWER CORPORATION	Mailing City:	SYRACUSE
Contact Name:	NIAGARA MOHAWK POWER CORPORATION	Mailing State:	NY
Location State:	NY	Mailing Zip:	13202
Location Zip Ext:		Mailing Zip Extension:	
Location Country:	USA	Mailing Country:	USA
Location County:	ONONDAGA	Business Phone No:	3154282351
Mailing Street 1:	300 ERIE BLVD WEST		

Manifest Data 1985

Manifest No: NYA1606797
Manifest Status: C
Transporter 1 State ID: (NY)35218
Transporter 2 State ID:
Generator Shipped Date: 850520
Transporter 1 Received Date: 850520
Transporter 2 Received Date:
TSDf Received Date: 850520
Part A Received Date: 850603
Part B Received Date: 850603
Generator RCRA ID No: NYD980782916
Transporter 1 RCRA ID No: NYD980761191
Transporter 2 RCRA ID No:
TSDf RCRA ID No: NYD980647952
Waste Code 1: B003
Quantity of Waste 1: 00930
Units of Quantity 1: G-Gallons (liquids only)
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Handling Method 1: B-Incineration, heat recovery, burning
Specific Gravity 1: 091
Waste Code 2:
Quantity of Waste 2:
Units of Quantity 2:
Number of Containers 2:
Type of Container 2:
Handling Method 2:
Specific Gravity 2:
Waste Code 3:
Quantity of Waste 3:
Units of Quantity 3:
Number of Containers 3:
Type of Container 3:
Handling Method 3:
Specific Gravity 3:
Waste Code 4:

Quantity of Waste 4:
Units of Quantity 4:
Number of Containers 4:
Type of Container 4:
Handling Method 4:
Specific Gravity 4:
Waste Code 5:
Quantity of Waste 5:
Units of Quantity 5:
Number of Containers 5:
Type of Container 5:
Handling Method 5:
Specific Gravity 5:
Waste Code 6:
Quantity of Waste 6:
Units of Quantity 6:
Number of Containers 6:
Type of Container 6:
Handling Method 6:
Specific Gravity 6:

Manifest Data 1986

Manifest No: NYA3734482
Manifest Status: C
Transporter 1 State ID: 45135GUNY
Transporter 2 State ID:
Generator Shipped Date: 860528
Transporter 1 Received Date: 860528
Transporter 2 Received Date:
TSDf Received Date: 860528
Part A Received Date: 860603
Part B Received Date: 860603
Generator RCRA ID No: NYD980782916
Transporter 1 RCRA ID No: NYD980761191
Transporter 2 RCRA ID No:
TSDf RCRA ID No: NYD980647952
Waste Code 1: B002
Quantity of Waste 1: 01000
Units of Quantity 1: G-Gallons (liquids only)
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Handling Method 1: R-Material recovery of more than 75 percent of the total material
Specific Gravity 1: 089
Waste Code 2:
Quantity of Waste 2:
Units of Quantity 2:
Number of Containers 2:
Type of Container 2:
Handling Method 2:
Specific Gravity 2:
Waste Code 3:
Quantity of Waste 3:
Units of Quantity 3:
Number of Containers 3:
Type of Container 3:
Handling Method 3:
Specific Gravity 3:
Waste Code 4:
Quantity of Waste 4:
Units of Quantity 4:
Number of Containers 4:
Type of Container 4:
Handling Method 4:
Specific Gravity 4:
Waste Code 5:
Quantity of Waste 5:
Units of Quantity 5:
Number of Containers 5:
Type of Container 5:

Handling Method 5:
Specific Gravity 5:
Waste Code 6:
Quantity of Waste 6:
Units of Quantity 6:
Number of Containers 6:
Type of Container 6:
Handling Method 6:
Specific Gravity 6:

Site: NEW YORK STATE DEPT OF AGRICULTURE/MKTS
NEW YORK STATE FAIR GROUNDS SOLVAY NY 13209

NY MANIFEST

RCRA ID: NYP000776294
Handler Name: NEW YORK STATE DEPT OF AGRICULTURE/MKTS
Contact Name: WILLIAM FREDRICKS
Location State: NY
Location Zip Ext:
Location Country: USA
Location County: ONONDAGA
Mailing Street 1: MARKETS NYS FAIR GROUNDS

Mailing Street 2:
Mailing City: SOLVAY
Mailing State: NY
Mailing Zip: 13209
Mailing Zip Extension:
Mailing Country: USA
Business Phone No: 3154877711

Manifest Data 1983

Manifest No: NYO2154402
Manifest Status: C
Transporter 1 State ID: 9A-081
Transporter 2 State ID:
Generator Shipped Date: 830509
Transporter 1 Received Date: 830509
Transporter 2 Received Date:
TSDf Received Date: 830509
Part A Received Date: 030517
Part B Received Date: 030517
Generator RCRA ID No: NYP000776294
Transporter 1 RCRA ID No: NYD049836679
Transporter 2 RCRA ID No:
TSDf RCRA ID No: NYD049836679
Waste Code 1: B002
Quantity of Waste 1: 00042
Units of Quantity 1: G-Gallons (liquids only)
Number of Containers 1: 001
Type of Container 1: DM-Metal drums, barrels, kegs
Handling Method 1:
Specific Gravity 1: 100
Waste Code 2: B010
Quantity of Waste 2: 00001
Units of Quantity 2: Y-Cubic yards
Number of Containers 2: 001
Type of Container 2: TT-Cargo tank (tank trucks)
Handling Method 2:
Specific Gravity 2: 100
Waste Code 3:
Quantity of Waste 3:
Units of Quantity 3:
Number of Containers 3:
Type of Container 3:
Handling Method 3:
Specific Gravity 3:
Waste Code 4:
Quantity of Waste 4:
Units of Quantity 4:
Number of Containers 4:
Type of Container 4:
Handling Method 4:
Specific Gravity 4:
Waste Code 5:
Quantity of Waste 5:

Units of Quantity 5:
Number of Containers 5:
Type of Container 5:
Handling Method 5:
Specific Gravity 5:
Waste Code 6:
Quantity of Waste 6:
Units of Quantity 6:
Number of Containers 6:
Type of Container 6:
Handling Method 6:
Specific Gravity 6:

Site: NEW YORK STATE FAIRGROUNDS
STATE FAIR BLVD SYRACUSE NY 13209

NY MANIFEST

RCRA ID:	NYD095578720	Mailing Street 2:	
Handler Name:	NEW YORK STATE FAIRGROUNDS	Mailing City:	SYRACUSE
Contact Name:	NEW YORK STATE FAIRGROUNDS	Mailing State:	NY
Location State:	NY	Mailing Zip:	13209
Location Zip Ext:		Mailing Zip Extension:	
Location Country:	USA	Mailing Country:	USA
Location County:	ONONDAGA	Business Phone No:	3154727531
Mailing Street 1:	STATE FAIR BLVD		

Manifest Data 1988

Manifest No: NYA7570422
Manifest Status: K
Transporter 1 State ID: 000000000
Transporter 2 State ID: 000000000
Generator Shipped Date: 880819
Transporter 1 Received Date: 880819
Transporter 2 Received Date: 880819
TSDf Received Date: 880825
Part A Received Date: 881003
Part B Received Date: 880908
Generator RCRA ID No: NYD095578720
Transporter 1 RCRA ID No: MND980791321
Transporter 2 RCRA ID No: MND980791321
TSDf RCRA ID No: KSD980964993
Waste Code 1: B004
Quantity of Waste 1: 01800
Units of Quantity 1: P-Pounds
Number of Containers 1: 003
Type of Container 1: CM-Metal boxes, cartons, cases (including roll-offs)
Handling Method 1: L-Landfill
Specific Gravity 1: 100
Waste Code 2:
Quantity of Waste 2:
Units of Quantity 2:
Number of Containers 2:
Type of Container 2:
Handling Method 2:
Specific Gravity 2:
Waste Code 3:
Quantity of Waste 3:
Units of Quantity 3:
Number of Containers 3:
Type of Container 3:
Handling Method 3:
Specific Gravity 3:
Waste Code 4:
Quantity of Waste 4:
Units of Quantity 4:
Number of Containers 4:
Type of Container 4:
Handling Method 4:
Specific Gravity 4:

Waste Code 5:
Quantity of Waste 5:
Units of Quantity 5:
Number of Containers 5:
Type of Container 5:
Handling Method 5:
Specific Gravity 5:
Waste Code 6:
Quantity of Waste 6:
Units of Quantity 6:
Number of Containers 6:
Type of Container 6:
Handling Method 6:
Specific Gravity 6:

Manifest Data 1991

Manifest No: NYA5542146
Sequence No: 01
Generator RCRA ID No: NYD095578720
Generator Shipped Date: 07/16/1991
TSD RCRA ID No: OHD053576294
TSD Received Date: 07/18/1991
Transporter 1 RCRA ID No: MND981776255
Transporter 1 State ID: MN005
Transporter 1 Received Date: 07/16/1991
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: TP-Portable tanks
Quantity of Waste 1: 00493
Units of Quantity 1: K-Kilograms (2.2 pounds)
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: B006
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2: 011
Type of Container 2: TP-Portable tanks
Quantity of Waste 2: 02093
Units of Quantity 2: K-Kilograms (2.2 pounds)
Specific Gravity 2: 01.00
Handling Method 2: L-Landfill
Waste Code 1 2: B006
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3: 008
Type of Container 3: TP-Portable tanks
Quantity of Waste 3: 02813
Units of Quantity 3: K-Kilograms (2.2 pounds)
Specific Gravity 3: 01.00
Handling Method 3: L-Landfill
Waste Code 1 3: B006
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4: 007
Type of Container 4: TP-Portable tanks
Quantity of Waste 4: 04421
Units of Quantity 4: K-Kilograms (2.2 pounds)
Specific Gravity 4: 01.00
Handling Method 4: L-Landfill
Waste Code 1 4: B006
Waste Code 2 4:

Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1991

Manifest No: NYA5542155
Sequence No: 01
Generator RCRA ID No: NYD095578720
Generator Shipped Date: 07/12/1991
TSDf RCRA ID No: OHD053576294
TSDf Received Date: 07/15/1991
Transporter 1 RCRA ID No: MND981776255
Transporter 1 State ID: MN005
Transporter 1 Received Date: 07/12/1991
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 013
Type of Container 1: TP-Portable tanks
Quantity of Waste 1: 03717
Units of Quantity 1: K-Kilograms (2.2 pounds)
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: B006
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1992

Manifest No: MDC0388792
Sequence No: 01
Generator RCRA ID No: NYD095578720
Generator Shipped Date: 12/04/1992

TSDf RCRA ID No: MDD980555189
TSDf Received Date: 12/14/1992
Transporter 1 RCRA ID No: MAD039322250
Transporter 1 State ID: HWH0160
Transporter 1 Received Date: 12/04/1992
Transporter 2 RCRA ID No: NYD982792814
Transporter 2 State ID: HWH502
Transporter 2 Received Date: 12/11/1992
Number of Containers 1: 001
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00030
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: D001
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2: 002
Type of Container 2: DM-Metal drums, barrels, kegs
Quantity of Waste 2: 00110
Units of Quantity 2: G-Gallons (liquids only)
Specific Gravity 2: 01.00
Handling Method 2: B-Incineration, heat recovery, burning
Waste Code 1 2: D001
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1995

Manifest No: NYB1201734
Sequence No: 01
Generator RCRA ID No: NYD095578720
Generator Shipped Date: 08/21/1995
TSDf RCRA ID No: NY0000343889
TSDf Received Date: 08/21/1995
Transporter 1 RCRA ID No: NYD000708271
Transporter 1 State ID: NZ7757NY
Transporter 1 Received Date: 08/21/1995
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: DF-Fiberboard or plastic drums, barrels, kegs
Quantity of Waste 1: 00025

Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: R-Material recovery of more than 75 percent of the total material
Waste Code 1 1: D009
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1995

Manifest No: NYB7816131
Sequence No: 01
Generator RCRA ID No: NYD095578720
Generator Shipped Date: 07/14/1995
TSDf RCRA ID No: ALD983167891
TSDf Received Date: 07/21/1995
Transporter 1 RCRA ID No: NYD986899912
Transporter 1 State ID: 0311482NY
Transporter 1 Received Date: 07/14/1995
Transporter 2 RCRA ID No: MOD095038998
Transporter 2 State ID: FT97550
Transporter 2 Received Date: 07/19/1995
Number of Containers 1: 001
Type of Container 1: TP-Portable tanks
Quantity of Waste 1: 00160
Units of Quantity 1: K-Kilograms (2.2 pounds)
Specific Gravity 1: 01.00
Handling Method 1: R-Material recovery of more than 75 percent of the total material
Waste Code 1 1: B002
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:

Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1995

Manifest No:	NYB7816077
Sequence No:	01
Generator RCRA ID No:	NYD095578720
Generator Shipped Date:	06/28/1995
TSD RCRA ID No:	ALD983167891
TSD Received Date:	07/06/1995
Transporter 1 RCRA ID No:	NYD986899912
Transporter 1 State ID:	7184
Transporter 1 Received Date:	06/28/1995
Transporter 2 RCRA ID No:	MOD095038998
Transporter 2 State ID:	FT97541
Transporter 2 Received Date:	06/30/1995
Number of Containers 1:	012
Type of Container 1:	TP-Portable tanks
Quantity of Waste 1:	00675
Units of Quantity 1:	K-Kilograms (2.2 pounds)
Specific Gravity 1:	01.00
Handling Method 1:	B-Incineration, heat recovery, burning
Waste Code 1 1:	B002
Waste Code 2 1:	
Waste Code 3 1:	
Waste Code 4 1:	
Waste Code 5 1:	
Number of Containers 2:	010
Type of Container 2:	TP-Portable tanks
Quantity of Waste 2:	04434
Units of Quantity 2:	K-Kilograms (2.2 pounds)
Specific Gravity 2:	01.00
Handling Method 2:	R-Material recovery of more than 75 percent of the total material
Waste Code 1 2:	B006
Waste Code 2 2:	
Waste Code 3 2:	
Waste Code 4 2:	
Waste Code 5 2:	
Number of Containers 3:	
Type of Container 3:	
Quantity of Waste 3:	

Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1998

Manifest No: NYG0695187
Sequence No: 01
Generator RCRA ID No: NYD095578720
Generator Shipped Date: 10/01/1998
TSDf RCRA ID No: GAD093380814
TSDf Received Date: 11/20/1998
Transporter 1 RCRA ID No: FLD980559728
Transporter 1 State ID:
Transporter 1 Received Date: 11/04/1998
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: CF-Fiber or plastic boxes, cartons, cases
Quantity of Waste 1: 00001
Units of Quantity 1: Y-Cubic yards
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: D001
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:

Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1998

Manifest No: NYG0804627
Sequence No: 01
Generator RCRA ID No: NYD095578720
Generator Shipped Date: 02/16/1998
TSDf RCRA ID No: ALD983167891
TSDf Received Date: 02/19/1998
Transporter 1 RCRA ID No: NYD986899912
Transporter 1 State ID: NY32367K
Transporter 1 Received Date: 02/16/1998
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: TP-Portable tanks
Quantity of Waste 1: 00570
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: R-Material recovery of more than 75 percent of the total material
Waste Code 1 1: B006
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2: 002
Type of Container 2: DM-Metal drums, barrels, kegs
Quantity of Waste 2: 00414
Units of Quantity 2: K-Kilograms (2.2 pounds)
Specific Gravity 2: 01.00
Handling Method 2: B-Incineration, heat recovery, burning
Waste Code 1 2: B003
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 2006

Manifest Tracking No: 000744135JJK
Page No: 1.0
Item Line No: 1.0
Gen RCRA ID: NYD095578720
Gen Sign Date: 2006-09-25
TSDf RCRA ID: NJD002200046
TSDf Sign Date: 2006-09-29
Transporter 1 RCRA ID: NJ0000027193
Transporter 1 Sign Date: 2006-09-25
Transporter 2 RCRA ID:
Transporter 2 Sign Date:
Import Ind: No
Export Ind: No
Discr Quantity Ind: Yes
Discr Type Ind: No
Discr Residue Ind: No
Discr Partial Reject Ind: No
Discr Full Reject Ind: No
Manifest Ref No:
Alt Facility RCRA ID:
Alt Facility Sign Date:
No of Containers: 1.0
Container Type Code: DM-Metal drums, barrels, kegs
Waste Qty: 209.0
Unit of Measure: K-Kilograms (2.2 pounds)
Specific Gravity: 1.0
Handling Type Code: B-Incineration, heat recovery, burning
Mgmt Method Type Code: H061
Waste Code 1: D001
Waste Code 2:
Waste Code 3:
Waste Code 4:
Waste Code 5:
Waste Code 6:

Manifest Data 2006

Manifest Tracking No: PAH0274651
Page No:
Item Line No: 1.0
Gen RCRA ID: NYD095578720
Gen Sign Date: 2006-06-26
TSDf RCRA ID: PAD067098822
TSDf Sign Date: 2006-06-30
Transporter 1 RCRA ID: NYD986980753
Transporter 1 Sign Date: 2006-06-26
Transporter 2 RCRA ID:
Transporter 2 Sign Date:
Import Ind: No
Export Ind: No
Discr Quantity Ind: No
Discr Type Ind: No
Discr Residue Ind: No
Discr Partial Reject Ind: No
Discr Full Reject Ind: No
Manifest Ref No:
Alt Facility RCRA ID:
Alt Facility Sign Date:
No of Containers: 1.0
Container Type Code: DM-Metal drums, barrels, kegs
Waste Qty: 150.0
Unit of Measure: P-Pounds
Specific Gravity: 1.0
Handling Type Code: T-Chemical, physical, or biological treatment
Mgmt Method Type Code:
Waste Code 1: D001
Waste Code 2:
Waste Code 3:
Waste Code 4:

Waste Code 5:
Waste Code 6:

Manifest Data 2006

Manifest Tracking No: PAH0274658
Page No:
Item Line No: 1.0
Gen RCRA ID: NYD095578720
Gen Sign Date: 2006-07-20
TSDF RCRA ID: PAD067098822
TSDF Sign Date: 2006-07-28
Transporter 1 RCRA ID: NYD986980753
Transporter 1 Sign Date: 2006-07-20
Transporter 2 RCRA ID:
Transporter 2 Sign Date:
Import Ind: No
Export Ind: No
Discr Quantity Ind: No
Discr Type Ind: No
Discr Residue Ind: No
Discr Partial Reject Ind: No
Discr Full Reject Ind: No
Manifest Ref No:
Alt Facility RCRA ID:
Alt Facility Sign Date:
No of Containers: 1.0
Container Type Code: DM-Metal drums, barrels, kegs
Waste Qty: 250.0
Unit of Measure: P-Pounds
Specific Gravity: 1.0
Handling Type Code: T-Chemical, physical, or biological treatment
Mgmt Method Type Code:
Waste Code 1: D001
Waste Code 2:
Waste Code 3:
Waste Code 4:
Waste Code 5:
Waste Code 6:

Manifest Data 2006

Manifest Tracking No: PAH0125874
Page No:
Item Line No: 1.0
Gen RCRA ID: NYD095578720
Gen Sign Date: 2006-05-11
TSDF RCRA ID: PAD067098822
TSDF Sign Date: 2006-05-12
Transporter 1 RCRA ID: VTR000500090
Transporter 1 Sign Date: 2006-05-11
Transporter 2 RCRA ID: VTR000500090
Transporter 2 Sign Date: 2006-05-12
Import Ind: No
Export Ind: No
Discr Quantity Ind: No
Discr Type Ind: No
Discr Residue Ind: No
Discr Partial Reject Ind: No
Discr Full Reject Ind: No
Manifest Ref No:
Alt Facility RCRA ID:
Alt Facility Sign Date:
No of Containers: 2.0
Container Type Code: DM-Metal drums, barrels, kegs
Waste Qty: 90.0
Unit of Measure: G-Gallons (liquids only)
Specific Gravity: 1.0
Handling Type Code: L-Landfill

Mgmt Method Type Code:
Waste Code 1: D001
Waste Code 2:
Waste Code 3:
Waste Code 4:
Waste Code 5:
Waste Code 6:

Manifest Data 2014

Manifest Tracking No: 007837041FLE
Page No: 1
Item Line No: 1
Gen RCRA ID: NYD095578720
Gen Sign Date: 2014-07-17
TSDf RCRA ID: NCD000648451
TSDf Sign Date: 2014-08-05
Transporter 1 RCRA ID: MAD039322250
Transporter 1 Sign Date: 2014-07-17
Transporter 2 RCRA ID: NYD982792814
Transporter 2 Sign Date: 2014-07-22
Import Ind: No
Export Ind: No
Discr Quantity Ind: No
Discr Type Ind: No
Discr Residue Ind: No
Discr Partial Reject Ind: No
Discr Full Reject Ind: No
Manifest Ref No:
Alt Facility RCRA ID:
Alt Facility Sign Date:
No of Containers: 1
Container Type Code: CF-Fiber or plastic boxes, cartons, cases
Waste Qty: 750
Unit of Measure: P-Pounds
Specific Gravity: 1
Handling Type Code: B-Incineration, heat recovery, burning
Mgmt Method Type Code: H141
Waste Code 1: D001
Waste Code 2:
Waste Code 3:
Waste Code 4:
Waste Code 5:
Waste Code 6:

Manifest Data 2014

Manifest Tracking No: 007837042FLE
Page No: 1
Item Line No: 1
Gen RCRA ID: NYD095578720
Gen Sign Date: 2014-07-18
TSDf RCRA ID: KYD053348108
TSDf Sign Date: 2014-07-30
Transporter 1 RCRA ID: MAD039322250
Transporter 1 Sign Date: 2014-07-18
Transporter 2 RCRA ID: NYD982792814
Transporter 2 Sign Date: 2014-07-22
Import Ind: No
Export Ind: No
Discr Quantity Ind: No
Discr Type Ind: No
Discr Residue Ind: No
Discr Partial Reject Ind: No
Discr Full Reject Ind: No
Manifest Ref No:
Alt Facility RCRA ID:
Alt Facility Sign Date:
No of Containers: 1

Container Type Code: DM-Metal drums, barrels, kegs
Waste Qty: 400
Unit of Measure: P-Pounds
Specific Gravity: 1
Handling Type Code: B-Incineration, heat recovery, burning
Mgmt Method Type Code: H061
Waste Code 1: D001
Waste Code 2: D008
Waste Code 3: D035
Waste Code 4: F003
Waste Code 5: F005
Waste Code 6:

Manifest Data 2014

Manifest Tracking No: 007837042FLE
Page No: 1
Item Line No: 2
Gen RCRA ID: NYD095578720
Gen Sign Date: 2014-07-18
TSD RCRA ID: KYD053348108
TSD Sign Date: 2014-07-30
Transporter 1 RCRA ID: MAD039322250
Transporter 1 Sign Date: 2014-07-18
Transporter 2 RCRA ID: NYD982792814
Transporter 2 Sign Date: 2014-07-22
Import Ind: No
Export Ind: No
Discr Quantity Ind: No
Discr Type Ind: No
Discr Residue Ind: No
Discr Partial Reject Ind: No
Discr Full Reject Ind: No
Manifest Ref No:
Alt Facility RCRA ID:
Alt Facility Sign Date:
No of Containers: 1
Container Type Code: DF-Fiberboard or plastic drums, barrels, kegs
Waste Qty: 400
Unit of Measure: P-Pounds
Specific Gravity: 1
Handling Type Code: B-Incineration, heat recovery, burning
Mgmt Method Type Code: H141
Waste Code 1: D001
Waste Code 2: D008
Waste Code 3: D035
Waste Code 4: F003
Waste Code 5: F005
Waste Code 6:

Manifest Data 2014

Manifest Tracking No: 002247815GBF
Page No: 1
Item Line No: 1
Gen RCRA ID: NYD095578720
Gen Sign Date: 2014-03-19
TSD RCRA ID: ALD983167891
TSD Sign Date: 2014-03-26
Transporter 1 RCRA ID: NYD986899912
Transporter 1 Sign Date: 2014-03-19
Transporter 2 RCRA ID:
Transporter 2 Sign Date:
Import Ind: No
Export Ind: No
Discr Quantity Ind: Yes
Discr Type Ind: No
Discr Residue Ind: No
Discr Partial Reject Ind: No

Discr Full Reject Ind: No
Manifest Ref No:
Alt Facility RCRA ID:
Alt Facility Sign Date:
No of Containers: 1
Container Type Code: CM-Metal boxes, cartons, cases (including roll-offs)
Waste Qty: 1239
Unit of Measure: K-Kilograms (2.2 pounds)
Specific Gravity: 1
Handling Type Code: R-Material recovery of more than 75 percent of the total material
Mgmt Method Type Code: H010
Waste Code 1: B006
Waste Code 2:
Waste Code 3:
Waste Code 4:
Waste Code 5:
Waste Code 6:

Manifest Data 2014

Manifest Tracking No: 007151358FLE
Page No: 1
Item Line No: 1
Gen RCRA ID: NYD095578720
Gen Sign Date: 2014-02-25
TSDf RCRA ID: PAD085690592
TSDf Sign Date: 2014-03-03
Transporter 1 RCRA ID: PAD982661391
Transporter 1 Sign Date: 2014-02-25
Transporter 2 RCRA ID:
Transporter 2 Sign Date:
Import Ind: No
Export Ind: No
Discr Quantity Ind: No
Discr Type Ind: No
Discr Residue Ind: No
Discr Partial Reject Ind: No
Discr Full Reject Ind: No
Manifest Ref No:
Alt Facility RCRA ID:
Alt Facility Sign Date:
No of Containers: 23
Container Type Code: DM-Metal drums, barrels, kegs
Waste Qty: 231
Unit of Measure: P-Pounds
Specific Gravity: 1
Handling Type Code: L-Landfill
Mgmt Method Type Code: H141
Waste Code 1: D007
Waste Code 2:
Waste Code 3:
Waste Code 4:
Waste Code 5:
Waste Code 6:

Site: **JOE VISCONTI CORP**
STATE FAIR BLVD NY

NY MANIFEST

RCRA ID: NYR000034439
Handler Name: JOE VISCONTI CORP
Contact Name: TIMOTHY PIKE
Location State: NY
Location Zip Ext:
Location Country: USA
Location County: ONONDAGA
Mailing Street 1: 610 ULSTER ST

Mailing Street 2:
Mailing City: SYRACUSE
Mailing State: NY
Mailing Zip: 13204
Mailing Zip Extension:
Mailing Country: USA
Business Phone No: 0000000000

Manifest Data 1997

Manifest No: NYG0866268
Sequence No: 01
Generator RCRA ID No: NYR000034439
Generator Shipped Date: 06/26/1997
TSDf RCRA ID No: NYD057770109
TSDf Received Date: 07/03/1997
Transporter 1 RCRA ID No: NYD986886406
Transporter 1 State ID: SG5742
Transporter 1 Received Date: 06/26/1997
Transporter 2 RCRA ID No: NYD986886406
Transporter 2 State ID: SG5742NY
Transporter 2 Received Date: 07/03/1997
Number of Containers 1: 006
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00330
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: T-Chemical, physical, or biological treatment
Waste Code 1 1: D018
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2: 002
Type of Container 2: DM-Metal drums, barrels, kegs
Quantity of Waste 2: 00110
Units of Quantity 2: G-Gallons (liquids only)
Specific Gravity 2: 01.00
Handling Method 2: B-Incineration, heat recovery, burning
Waste Code 1 2: D001
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3: 001
Type of Container 3: DM-Metal drums, barrels, kegs
Quantity of Waste 3: 00085
Units of Quantity 3: G-Gallons (liquids only)
Specific Gravity 3: 01.00
Handling Method 3: B-Incineration, heat recovery, burning
Waste Code 1 3: D001
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4: 002
Type of Container 4: DF-Fiberboard or plastic drums, barrels, kegs
Quantity of Waste 4: 00110
Units of Quantity 4: G-Gallons (liquids only)
Specific Gravity 4: 01.00
Handling Method 4: T-Chemical, physical, or biological treatment
Waste Code 1 4: D002
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1997

Manifest No: NYG0866259
Sequence No: 01
Generator RCRA ID No: NYR000034439
Generator Shipped Date: 06/26/1997
TSDf RCRA ID No: NYD057770109
TSDf Received Date: 07/03/1997
Transporter 1 RCRA ID No: NYD986886406
Transporter 1 State ID: SG5742
Transporter 1 Received Date: 06/26/1997
Transporter 2 RCRA ID No: NYD986886406

Transporter 2 State ID: SG5742NY
Transporter 2 Received Date: 07/03/1997
Number of Containers 1: 001
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00055
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: F002
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2: 001
Type of Container 2: DM-Metal drums, barrels, kegs
Quantity of Waste 2: 00502
Units of Quantity 2: P-Pounds
Specific Gravity 2: 01.00
Handling Method 2: T-Chemical, physical, or biological treatment
Waste Code 1 2: D002
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3: 001
Type of Container 3: DM-Metal drums, barrels, kegs
Quantity of Waste 3: 00095
Units of Quantity 3: P-Pounds
Specific Gravity 3: 01.00
Handling Method 3: B-Incineration, heat recovery, burning
Waste Code 1 3: D001
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1998

Manifest No: MIA4406233
Sequence No: 01
Generator RCRA ID No: NYR000034439
Generator Shipped Date: 06/10/1998
TSD RCRA ID No: MID096963194
TSD Received Date: 06/15/1998
Transporter 1 RCRA ID No: NYD986903904
Transporter 1 State ID: 87992ZNY
Transporter 1 Received Date: 06/10/1998
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 037
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 02035
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: T-Chemical, physical, or biological treatment
Waste Code 1 1: 029L
Waste Code 2 1:
Waste Code 3 1:

Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1999

Manifest No: VTA0102020
Sequence No: 01
Generator RCRA ID No: NYR000034439
Generator Shipped Date: 05/21/1999
TSDF RCRA ID No: VTD982766537
TSDF Received Date: 05/25/1999
Transporter 1 RCRA ID No: NYD986903904
Transporter 1 State ID: NY86044D
Transporter 1 Received Date: 05/21/1999
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: DF-Fiberboard or plastic drums, barrels, kegs
Quantity of Waste 1: 00100
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: U147
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:

Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 2001

Manifest No: NYG1951065
Sequence No: 01
Generator RCRA ID No: NYR000034439
Generator Shipped Date: 04/16/2001
TSD RCRA ID No: OHD001926740
TSD Received Date: 04/20/2001
Transporter 1 RCRA ID No: NYD013277454
Transporter 1 State ID: AM8365NY
Transporter 1 Received Date: 04/16/2001
Transporter 2 RCRA ID No: OHD001926740
Transporter 2 State ID: TMA7238
Transporter 2 Received Date: 04/20/2001
Number of Containers 1: 005
Type of Container 1: DF-Fiberboard or plastic drums, barrels, kegs
Quantity of Waste 1: 00025
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: T-Chemical, physical, or biological treatment
Waste Code 1 1: D002
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:

Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 2003

Manifest No: NYG2883168
Sequence No: 01
Generator RCRA ID No: NYR000034439
Generator Shipped Date: 09/23/2003
TSD RCRA ID No: NYD013277454
TSD Received Date: 09/23/2003
Transporter 1 RCRA ID No: NYD013277454
Transporter 1 State ID: 47313JB
Transporter 1 Received Date: 09/23/2003
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00020
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: D001
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:

Waste Code 4 4:
Waste Code 5 4:

Manifest Data 2004

Manifest No: MIA9102354
Sequence No: 01
Generator RCRA ID No: NYR000034439
Generator Shipped Date: 06/29/2004
TSDf RCRA ID No: MID980991566
TSDf Received Date: 07/06/2004
Transporter 1 RCRA ID No: NYD986903904
Transporter 1 State ID: AF49868
Transporter 1 Received Date: 06/29/2004
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 003
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 01200
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: T-Chemical, physical, or biological treatment
Waste Code 1 1: D002
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 2004

Manifest No: MIA9102057
Sequence No: 01
Generator RCRA ID No: NYR000034439
Generator Shipped Date: 09/08/2004
TSDf RCRA ID No: MID980615298

TSDf Received Date: 09/20/2004
Transporter 1 RCRA ID No: NYD986903904
Transporter 1 State ID: AF49868
Transporter 1 Received Date: 09/08/2004
Transporter 2 RCRA ID No: MID021087275
Transporter 2 State ID:
Transporter 2 Received Date: 09/13/2004
Number of Containers 1: 001
Type of Container 1: DT-Dump trucks
Quantity of Waste 1: 00005
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: D001
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 2006

Manifest Tracking No: 000342298JJK
Page No: 1.0
Item Line No: 1.0
Gen RCRA ID: NYR000034439
Gen Sign Date: 2006-11-28
TSDf RCRA ID: NYD013277454
TSDf Sign Date: 2006-11-28
Transporter 1 RCRA ID: NYD013277454
Transporter 1 Sign Date: 2006-11-28
Transporter 2 RCRA ID:
Transporter 2 Sign Date:
Import Ind: No
Export Ind: No
Discr Quantity Ind: No
Discr Type Ind: No
Discr Residue Ind: No

Discr Partial Reject Ind: No
Discr Full Reject Ind: No
Manifest Ref No:
Alt Facility RCRA ID:
Alt Facility Sign Date:
No of Containers: 6.0
Container Type Code: DM-Metal drums, barrels, kegs
Waste Qty: 330.0
Unit of Measure: G-Gallons (liquids only)
Specific Gravity: 1.0
Handling Type Code: B-Incineration, heat recovery, burning
Mgmt Method Type Code: H141
Waste Code 1: D001
Waste Code 2:
Waste Code 3:
Waste Code 4:
Waste Code 5:
Waste Code 6:

Manifest Data 2007

Manifest Tracking No: 000342372JJK
Page No: 1.0
Item Line No: 1.0
Gen RCRA ID: NYR000034439
Gen Sign Date: 2007-04-11
TSD RCRA ID: NYD013277454
TSD Sign Date: 2007-04-11
Transporter 1 RCRA ID: NYD013277454
Transporter 1 Sign Date: 2007-04-11
Transporter 2 RCRA ID:
Transporter 2 Sign Date:
Import Ind: No
Export Ind: No
Discr Quantity Ind: No
Discr Type Ind: No
Discr Residue Ind: No
Discr Partial Reject Ind: No
Discr Full Reject Ind: No
Manifest Ref No:
Alt Facility RCRA ID:
Alt Facility Sign Date:
No of Containers: 2.0
Container Type Code: DM-Metal drums, barrels, kegs
Waste Qty: 110.0
Unit of Measure: G-Gallons (liquids only)
Specific Gravity: 1.0
Handling Type Code: B-Incineration, heat recovery, burning
Mgmt Method Type Code: H141
Waste Code 1: D001
Waste Code 2:
Waste Code 3:
Waste Code 4:
Waste Code 5:
Waste Code 6:

Site: ONONDAGA CO DEPT OF DRAINAGE/SANITATION
 STATE FAIR BLVD SYRACUSE NY 12309

NY MANIFEST

RCRA ID: NYR000011601
Handler Name: ONONDAGA CO DEPT OF
 DRAINAGE/SANITATION
Contact Name: GARY C SCHAUS
Location State: NY
Location Zip Ext:
Location Country: USA
Location County: ONONDAGA
Mailing Street 1: 650 HIAWATHA BLVD

Mailing Street 2:
Mailing City: SYRACUSE
Mailing State: NY
Mailing Zip: 13204
Mailing Zip Extension:
Mailing Country: USA
Business Phone No: 3154352260

Manifest Data 1995

Manifest No: NYB7839054
Sequence No: 01
Generator RCRA ID No: NYR000011601
Generator Shipped Date: 08/21/1995
TSDf RCRA ID No: OHD980681571
TSDf Received Date: 08/25/1995
Transporter 1 RCRA ID No: NJD054126164
Transporter 1 State ID: 98114FNY
Transporter 1 Received Date: 08/21/1995
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00055
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: D018
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Site: STAUFFER MANAGEMENT COMPANY
STATE FAIR BOULEVARD GEDDES NY

NY MANIFEST

RCRA ID: NYD982796914
Handler Name: STAUFFER MANAGEMENT COMPANY
Contact Name: VINCENT A D'IPPOLITO
Location State: NY
Location Zip Ext:
Location Country: USA
Location County: ONONDAGA

Mailing Street 2:
Mailing City: WILMINGTON
Mailing State: DE
Mailing Zip: 19897
Mailing Zip Extension:
Mailing Country: USA
Business Phone No: 3028864384

Mailing Street 1: SHIPLEY BUILDINGCONCORD PLAZA

Manifest Data 1991

Manifest No: NYB2910996
Sequence No: 01
Generator RCRA ID No: NYD982796914
Generator Shipped Date: 05/10/1991
TSD RCRA ID No: NCD000648451
TSD Received Date: 05/13/1991
Transporter 1 RCRA ID No: NYD051809952
Transporter 1 State ID: 44598TNY
Transporter 1 Received Date: 05/10/1991
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00050
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: D001
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1994

Manifest No: NYB5198418
Sequence No: 01
Generator RCRA ID No: NYD982796914
Generator Shipped Date: 09/19/1994
TSD RCRA ID No: NCD000648451
TSD Received Date: 09/20/1994

Transporter 1 RCRA ID No: OKD981605363
Transporter 1 State ID: 5084AZOK
Transporter 1 Received Date: 09/19/1994
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 022
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 01100
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: D001
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Site: SPECIALTY METALS CRUCIBLE LANDFILL
STATE FAIR BLVD WASTE BED GEDDES NY 13209

NY MANIFEST

RCRA ID:	NYD085161008	Mailing Street 2:	
Handler Name:	SPECIALTY METALS CRUCIBLE LANDFILL	Mailing City:	GEDDES
Contact Name:	ROBERT WILLS	Mailing State:	NY
Location State:	NY	Mailing Zip:	13209
Location Zip Ext:		Mailing Zip Extension:	
Location Country:	USA	Mailing Country:	USA
Location County:	ONONDAGA	Business Phone No:	
Mailing Street 1:	STATE FAIR BLVD WASTE BED		

Manifest Data 2016

Manifest Tracking No: 007481515FLE
Page No: 1
Item Line No: 1
Gen RCRA ID: NYD085161008

Gen Sign Date: 2016-07-22
TSDf RCRA ID: OHD000816629
TSDf Sign Date: 2016-08-01
Transporter 1 RCRA ID: MAD039322250
Transporter 1 Sign Date: 2016-07-22
Transporter 2 RCRA ID:
Transporter 2 Sign Date:
Import Ind: No
Export Ind: No
Discr Quantity Ind: No
Discr Type Ind: No
Discr Residue Ind: No
Discr Partial Reject Ind: No
Discr Full Reject Ind: No
Manifest Ref No:
Alt Facility RCRA ID:
Alt Facility Sign Date:
No of Containers: 1
Container Type Code: DM-Metal drums, barrels, kegs
Waste Qty: 100
Unit of Measure: P-Pounds
Specific Gravity: 1
Handling Type Code: T-Chemical, physical, or biological treatment
Mgmt Method Type Code: H141
Waste Code 1: D007
Waste Code 2:
Waste Code 3:
Waste Code 4:
Waste Code 5:
Waste Code 6:

Site: NIAGARA MOHAWK POWER CORPORATION
 WEST FAYETTE STREET SYRACUSE NY 13204

NY MANIFEST

RCRA ID:	NYD980760375	Mailing Street 2:	
Handler Name:	NIAGARA MOHAWK POWER CORPORATION	Mailing City:	SYRACUSE
Contact Name:	NIAGARA MOHAWK POWER CORPORATION	Mailing State:	NY
Location State:	NY	Mailing Zip:	13202
Location Zip Ext:		Mailing Zip Extension:	
Location Country:	USA	Mailing Country:	USA
Location County:	ONONDAGA	Business Phone No:	3154710503
Mailing Street 1:	300 ERIE BLVD - WEST		

Manifest Data 1988

Manifest No: NYA5098464
Manifest Status: C
Transporter 1 State ID:
Transporter 2 State ID:
Generator Shipped Date: 880602
Transporter 1 Received Date: 880602
Transporter 2 Received Date:
TSDf Received Date: 880602
Part A Received Date: 880608
Part B Received Date: 880608
Generator RCRA ID No: NYD980760375
Transporter 1 RCRA ID No: NYD980761191
Transporter 2 RCRA ID No:
TSDf RCRA ID No: NYD980647952
Waste Code 1: B002
Quantity of Waste 1: 00680
Units of Quantity 1: G-Gallons (liquids only)
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Handling Method 1: T-Chemical, physical, or biological treatment
Specific Gravity 1: 089
Waste Code 2:

Quantity of Waste 2:
Units of Quantity 2:
Number of Containers 2:
Type of Container 2:
Handling Method 2:
Specific Gravity 2:
Waste Code 3:
Quantity of Waste 3:
Units of Quantity 3:
Number of Containers 3:
Type of Container 3:
Handling Method 3:
Specific Gravity 3:
Waste Code 4:
Quantity of Waste 4:
Units of Quantity 4:
Number of Containers 4:
Type of Container 4:
Handling Method 4:
Specific Gravity 4:
Waste Code 5:
Quantity of Waste 5:
Units of Quantity 5:
Number of Containers 5:
Type of Container 5:
Handling Method 5:
Specific Gravity 5:
Waste Code 6:
Quantity of Waste 6:
Units of Quantity 6:
Number of Containers 6:
Type of Container 6:
Handling Method 6:
Specific Gravity 6:

Site: SYRACUSE CITY OF
WEST HIAWATHA BOULEVARD SYRACUSE NY 13202

NY MANIFEST

RCRA ID:	NYD986931244	Mailing Street 2:	
Handler Name:	SYRACUSE CITY OF	Mailing City:	SYRACUSE
Contact Name:	RUTH J MOORS	Mailing State:	NY
Location State:	NY	Mailing Zip:	13202
Location Zip Ext:		Mailing Zip Extension:	
Location Country:	USA	Mailing Country:	USA
Location County:	ONONDAGA	Business Phone No:	3154488400
Mailing Street 1:	301 CITY HALL		

Manifest Data 1990

Manifest No:	NYB1761453
Sequence No:	01
Generator RCRA ID No:	NYD986931244
Generator Shipped Date:	12/27/1990
TSD RCRA ID No:	NYD043815703
TSD Received Date:	12/28/1990
Transporter 1 RCRA ID No:	NYD980761191
Transporter 1 State ID:	NYHC6160
Transporter 1 Received Date:	12/27/1990
Transporter 2 RCRA ID No:	NYD980761191
Transporter 2 State ID:	NYT440LL
Transporter 2 Received Date:	12/27/1990
Number of Containers 1:	001
Type of Container 1:	DM-Metal drums, barrels, kegs
Quantity of Waste 1:	00400
Units of Quantity 1:	P-Pounds
Specific Gravity 1:	01.00
Handling Method 1:	B-Incineration, heat recovery, burning
Waste Code 1 1:	D018
Waste Code 2 1:	

Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Site: NYS DOT
ACCESS RAMP N NYS STATE FAIR GEDDES NY 13209

NY MANIFEST

RCRA ID: NYR000115444
Handler Name: NYS DOT
Contact Name: W UNDERWOOD
Location State: NY
Location Zip Ext:
Location Country: USA
Location County: ONONDAGA
Mailing Street 1: 109 S WARREN STREET

Mailing Street 2:
Mailing City: SYRACUSE
Mailing State: NY
Mailing Zip: 13202
Mailing Zip Extension:
Mailing Country: USA
Business Phone No: 3154140069

Manifest Data 2003

Manifest No: NJA5099632
Sequence No: 01
Generator RCRA ID No: NYR000115444
Generator Shipped Date: 07/09/2003
TSD RCRA ID No: NJD991291105
TSD Received Date: 07/16/2003
Transporter 1 RCRA ID No: NYD046765574
Transporter 1 State ID: S8424
Transporter 1 Received Date: 07/09/2003
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00150
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: T-Chemical, physical, or biological treatment

Waste Code 1 1: D008
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Site: NYS DOT
ACCESS RAMP R NYS STATE FAIR GEDDES NY 13209

NY MANIFEST

RCRA ID:	NYR000115436	Mailing Street 2:	
Handler Name:	NYS DOT	Mailing City:	SYRACUSE
Contact Name:	W UNDERWOOD	Mailing State:	NY
Location State:	NY	Mailing Zip:	13202
Location Zip Ext:		Mailing Zip Extension:	
Location Country:	USA	Mailing Country:	USA
Location County:	ONONDAGA	Business Phone No:	3154340069
Mailing Street 1:	109 S WARREN ST 5 FL SUITE 518		

Manifest Data 2003

Manifest No: NJA5099631
Sequence No: 01
Generator RCRA ID No: NYR000115436
Generator Shipped Date: 07/09/2003
TSD RCRA ID No: NJD991291105
TSD Received Date: 07/16/2003
Transporter 1 RCRA ID No: NYD046765574
Transporter 1 State ID: S8424
Transporter 1 Received Date: 07/09/2003
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00150
Units of Quantity 1: P-Pounds

Specific Gravity 1: 01.00
Handling Method 1: T-Chemical, physical, or biological treatment
Waste Code 1 1: D008
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Site: SAFETY-KLEEN OIL SERVICES
DUKE DR SYRACUSE NY 13204

NY MANIFEST

RCRA ID:	NYD981876923	Mailing Street 2:	
Handler Name:	SAFETY-KLEEN OIL SERVICES	Mailing City:	SYRACUSE
Contact Name:	SAFETY-KLEEN OIL SERVICES	Mailing State:	NY
Location State:	NY	Mailing Zip:	13211
Location Zip Ext:		Mailing Zip Extension:	
Location Country:	USA	Mailing Country:	USA
Location County:	ONONDAGA	Business Phone No:	3154551426
Mailing Street 1:	PO BOX 475		

Manifest Data 1990

Manifest No: NYC0337195
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 08/14/1990
TSDf RCRA ID No: KYD053348108
TSDf Received Date: 08/15/1990
Transporter 1 RCRA ID No: NYD980769947
Transporter 1 State ID: 10213PNY
Transporter 1 Received Date: 08/14/1990
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 053
Type of Container 1: DM-Metal drums, barrels, kegs

Quantity of Waste 1: 02650
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: R-Material recovery of more than 75 percent of the total material
Waste Code 1 1: F005
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1990

Manifest No: NYA9541315
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 05/24/1990
TSDf RCRA ID No: KYD053348108
TSDf Received Date: 06/04/1990
Transporter 1 RCRA ID No: WID980904742
Transporter 1 State ID:
Transporter 1 Received Date: 05/24/1990
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Quantity of Waste 1: 01660
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: R-Material recovery of more than 75 percent of the total material
Waste Code 1 1: D001
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:

Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1990

Manifest No: NYA9541304
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 05/25/1990
TSD RCRA ID No: OHD980587364
TSD Received Date: 05/31/1990
Transporter 1 RCRA ID No: ILD051060408
Transporter 1 State ID: 50J257
Transporter 1 Received Date: 05/25/1990
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 006
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00300
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: R-Material recovery of more than 75 percent of the total material
Waste Code 1 1: D008
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:

Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1990

Manifest No: NYA9541269
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 05/10/1990
TSD RCRA ID No: OHD980587364
TSD Received Date: 05/18/1990
Transporter 1 RCRA ID No: ILD051060408
Transporter 1 State ID: NYD05792
Transporter 1 Received Date: 05/10/1990
Transporter 2 RCRA ID No: NYD980769947
Transporter 2 State ID:
Transporter 2 Received Date: 05/17/1990
Number of Containers 1: 008
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00440
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: R-Material recovery of more than 75 percent of the total material
Waste Code 1 1: D008
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:

Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1990

Manifest No: NYC0268233
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 12/10/1990
TSDf RCRA ID No: NYD980753784
TSDf Received Date: 12/10/1990
Transporter 1 RCRA ID No: ILD051060408
Transporter 1 State ID: NYPC2815
Transporter 1 Received Date: 12/10/1990
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 016
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 08000
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: D018
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1990

Manifest No: NYC0415405
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 12/03/1990
TSDf RCRA ID No: NYD980753784
TSDf Received Date: 12/04/1990
Transporter 1 RCRA ID No: ILD051060408
Transporter 1 State ID: NYPC2815
Transporter 1 Received Date: 12/03/1990
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 015
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 07500
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: D018
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1991

Manifest No: NYC1080797
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 11/26/1991
TSDf RCRA ID No: NYD980753784
TSDf Received Date: 11/27/1991
Transporter 1 RCRA ID No: ILD051060408
Transporter 1 State ID: NYPC2815
Transporter 1 Received Date: 11/26/1991

Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00500
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: D018
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1991

Manifest No: PAC5324782
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 05/14/1991
TSDf RCRA ID No: PAD981737109
TSDf Received Date: 05/14/1991
Transporter 1 RCRA ID No: ILD051060408
Transporter 1 State ID: NYPC9885
Transporter 1 Received Date: 05/14/1991
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Quantity of Waste 1: 00300
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: R-Material recovery of more than 75 percent of the total material
Waste Code 1 1: D008
Waste Code 2 1:

Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1991

Manifest No: NYC1042672
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 07/24/1991
TSD RCRA ID No: KYD053348108
TSD Received Date: 08/13/1991
Transporter 1 RCRA ID No: ILD051060408
Transporter 1 State ID: NYPC2815
Transporter 1 Received Date: 07/24/1991
Transporter 2 RCRA ID No: NYD980769947
Transporter 2 State ID: 11279PNY
Transporter 2 Received Date: 08/07/1991
Number of Containers 1: 001
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00500
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: F001
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:

Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1992

Manifest No: NYC1778049
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 09/23/1992
TSD RCRA ID No: NYD980753784
TSD Received Date: 09/24/1992
Transporter 1 RCRA ID No: ILD051060408
Transporter 1 State ID: ILLP13876
Transporter 1 Received Date: 09/23/1992
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00027
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: F005
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:

Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1992

Manifest No: NYC1080944
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 02/05/1992
TSDf RCRA ID No: NYD980753784
TSDf Received Date: 02/05/1992
Transporter 1 RCRA ID No: ILD051060408
Transporter 1 State ID: NYPC2815
Transporter 1 Received Date: 02/05/1992
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00500
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: D018
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:

Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1992

Manifest No: NYC1080955
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 05/04/1992
TSDf RCRA ID No: NYD980753784
TSDf Received Date: 05/04/1992
Transporter 1 RCRA ID No: ILD051060408
Transporter 1 State ID: ILLP60993
Transporter 1 Received Date: 05/04/1992
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 002
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 01000
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: D018
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1992

Manifest No: NYC1042479
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 08/24/1992

TSDF RCRA ID No: NYD980753784
TSDF Received Date: 08/25/1992
Transporter 1 RCRA ID No: ILD051060408
Transporter 1 State ID: ILLP13876
Transporter 1 Received Date: 08/24/1992
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00100
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: F005
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1992

Manifest No: CTF0190129
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 12/11/1992
TSDF RCRA ID No: CTD072138969
TSDF Received Date: 12/16/1992
Transporter 1 RCRA ID No: ILD051060408
Transporter 1 State ID: ILD55308
Transporter 1 Received Date: 12/11/1992
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Quantity of Waste 1: 00085

Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: T-Chemical, physical, or biological treatment
Waste Code 1 1: D008
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1992

Manifest No: NYC1481736
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 08/05/1992
TSDf RCRA ID No: NYD980753784
TSDf Received Date: 08/05/1992
Transporter 1 RCRA ID No: ILD051060408
Transporter 1 State ID: ILLP60993
Transporter 1 Received Date: 08/05/1992
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00500
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: D018
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:

Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1992

Manifest No: PAC5120275
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 02/06/1992
TSDf RCRA ID No: PAD981737109
TSDf Received Date: 02/07/1992
Transporter 1 RCRA ID No: ILD051060408
Transporter 1 State ID: NYPC9885
Transporter 1 Received Date: 02/06/1992
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Quantity of Waste 1: 00075
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: T-Chemical, physical, or biological treatment
Waste Code 1 1: D008
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:

Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1992

Manifest No: PAC8499293
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 11/03/1992
TSDf RCRA ID No: PAD981737109
TSDf Received Date: 11/03/1992
Transporter 1 RCRA ID No: ILD051060408
Transporter 1 State ID: ILP60994
Transporter 1 Received Date: 11/03/1992
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Quantity of Waste 1: 00475
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: T-Chemical, physical, or biological treatment
Waste Code 1 1: D008
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:

Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1993

Manifest No: NYB5452803
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 07/28/1993
TSDf RCRA ID No: OHD053576294
TSDf Received Date: 07/28/1993
Transporter 1 RCRA ID No: OHD053576294
Transporter 1 State ID: OHT201KB
Transporter 1 Received Date: 07/28/1993
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Quantity of Waste 1: 02260
Units of Quantity 1: K-Kilograms (2.2 pounds)
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: B002
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1994

Manifest No: PAE1668413
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 10/04/1994
TSDf RCRA ID No: PAD981737109
TSDf Received Date: 10/05/1994
Transporter 1 RCRA ID No: ILD984908202
Transporter 1 State ID: PAAH0172
Transporter 1 Received Date: 10/04/1994
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Quantity of Waste 1: 00100
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: R-Material recovery of more than 75 percent of the total material
Waste Code 1 1: D008
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1995

Manifest No: NJA2148542
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 04/10/1995
TSDf RCRA ID No: NJD002182897
TSDf Received Date: 04/13/1995
Transporter 1 RCRA ID No: ILD984908202
Transporter 1 State ID: NJDEPE086
Transporter 1 Received Date: 04/10/1995
Transporter 2 RCRA ID No:

Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 011
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 04238
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: R-Material recovery of more than 75 percent of the total material
Waste Code 1 1: F001
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1995

Manifest No: NYC2831523
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 06/16/1995
TSDf RCRA ID No: KYD053348108
TSDf Received Date: 06/25/1995
Transporter 1 RCRA ID No: ILD984908202
Transporter 1 State ID: NYGV7044
Transporter 1 Received Date: 06/16/1995
Transporter 2 RCRA ID No: ARD981908551
Transporter 2 State ID: A40400
Transporter 2 Received Date: 06/23/1995
Number of Containers 1: 006
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 01500
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: R-Material recovery of more than 75 percent of the total material
Waste Code 1 1: D018
Waste Code 2 1:
Waste Code 3 1:

Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1995

Manifest No: NYC3283290
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 07/31/1995
TSD RCRA ID No: KYD053348108
TSD Received Date: 08/07/1995
Transporter 1 RCRA ID No: ILD984908202
Transporter 1 State ID: NF6576
Transporter 1 Received Date: 07/31/1995
Transporter 2 RCRA ID No: ARD981908551
Transporter 2 State ID: AR004
Transporter 2 Received Date: 08/04/1995
Number of Containers 1: 004
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00400
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: L-Landfill
Waste Code 1 1: D018
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:

Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1995

Manifest No: NYC2388464
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 03/03/1995
TSD RCRA ID No: KYD053348108
TSD Received Date: 03/14/1995
Transporter 1 RCRA ID No: ILD984908202
Transporter 1 State ID:
Transporter 1 Received Date: 03/03/1995
Transporter 2 RCRA ID No: ARD981908551
Transporter 2 State ID:
Transporter 2 Received Date: 03/13/1995
Number of Containers 1: 007
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00700
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: D018
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:

Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1995

Manifest No: NYC3725774
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 11/28/1995
TSD RCRA ID No: KYD053348108
TSD Received Date: 12/07/1995
Transporter 1 RCRA ID No: ILD984908202
Transporter 1 State ID: NYDW5385
Transporter 1 Received Date: 11/28/1995
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 006
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00600
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: D018
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:

Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1995

Manifest No: NYC3334263
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 09/19/1995
TSDf RCRA ID No: KYD053348108
TSDf Received Date: 09/27/1995
Transporter 1 RCRA ID No: ILD984908202
Transporter 1 State ID: NYAM6504
Transporter 1 Received Date: 09/19/1995
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 004
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00400
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: D018
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1995

Manifest No: NYC3334083
Sequence No: 01
Generator RCRA ID No: NYD981876923
Generator Shipped Date: 04/06/1995
TSDf RCRA ID No: KYD053348108

TSDf Received Date: 04/12/1995
Transporter 1 RCRA ID No: ILD984908202
Transporter 1 State ID:
Transporter 1 Received Date: 04/07/1995
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 005
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00450
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: R-Material recovery of more than 75 percent of the total material
Waste Code 1 1: D018
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Site: NYSDEC
 ERIE BLVD SYRACUSE NY 13214

NY MANIFEST

RCRA ID:	NYP000956375	Mailing Street 2:	
Handler Name:	NYSDEC	Mailing City:	SYRACUSE
Contact Name:	N/S	Mailing State:	NY
Location State:	NY	Mailing Zip:	13214
Location Zip Ext:		Mailing Zip Extension:	
Location Country:	USA	Mailing Country:	USA
Location County:	ONONDAGA	Business Phone No:	N/S
Mailing Street 1:	ERIE BLVD		

Manifest Data 2004

Manifest No: NYH1425708
Sequence No: 01
Generator RCRA ID No: NYP000956375

Generator Shipped Date: 04/30/2004
TSDf RCRA ID No: NYD049836679
TSDf Received Date: 05/04/2004
Transporter 1 RCRA ID No: NYD097644801
Transporter 1 State ID: AB33228NY
Transporter 1 Received Date: 04/30/2004
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 007
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00350
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: D001
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Site: **NORTHEAST FOOD MANAGEMENT**
ERIE BLVD EAST SYRACUSE NY

[NY MANIFEST](#)

RCRA ID: NYD982182511
Handler Name: NORTHEAST FOOD MANAGEMENT
Contact Name: NORTHEAST FOOD MANAGEMENT
Location State: NY
Location Zip Ext:
Location Country: USA
Location County: ONONDAGA
Mailing Street 1: P. O. BOX 6

Mailing Street 2:
Mailing City: WATERTOWN
Mailing State: NY
Mailing Zip: 13601
Mailing Zip Extension:
Mailing Country: USA
Business Phone No: 3157820760

Manifest Data 1987

Manifest No: NYA3715560

Manifest Status: C
Transporter 1 State ID: LIC#CD362
Transporter 2 State ID:
Generator Shipped Date: 870506
Transporter 1 Received Date: 870506
Transporter 2 Received Date:
TSDf Received Date: 870506
Part A Received Date: 870513
Part B Received Date: 870513
Generator RCRA ID No: NYD982182511
Transporter 1 RCRA ID No: NYD980761191
Transporter 2 RCRA ID No:
TSDf RCRA ID No: NYD043815703
Waste Code 1: D001
Quantity of Waste 1: 01150
Units of Quantity 1: G-Gallons (liquids only)
Number of Containers 1: 023
Type of Container 1: DM-Metal drums, barrels, kegs
Handling Method 1: B-Incineration, heat recovery, burning
Specific Gravity 1: 085
Waste Code 2:
Quantity of Waste 2:
Units of Quantity 2:
Number of Containers 2:
Type of Container 2:
Handling Method 2:
Specific Gravity 2:
Waste Code 3:
Quantity of Waste 3:
Units of Quantity 3:
Number of Containers 3:
Type of Container 3:
Handling Method 3:
Specific Gravity 3:
Waste Code 4:
Quantity of Waste 4:
Units of Quantity 4:
Number of Containers 4:
Type of Container 4:
Handling Method 4:
Specific Gravity 4:
Waste Code 5:
Quantity of Waste 5:
Units of Quantity 5:
Number of Containers 5:
Type of Container 5:
Handling Method 5:
Specific Gravity 5:
Waste Code 6:
Quantity of Waste 6:
Units of Quantity 6:
Number of Containers 6:
Type of Container 6:
Handling Method 6:
Specific Gravity 6:

Site: NYSDEC/SIMS CASTING
 ERIE BLVD EAST SYRACUSE NY 13057

NY MANIFEST

RCRA ID: NYP003602018
Handler Name: NYSDEC/SIMS CASTING
Contact Name: T VICKERSON
Location State: NY
Location Zip Ext:
Location Country: USA
Location County: ONONDAGA
Mailing Street 1: 50 WOLF RD RM 205

Mailing Street 2:
Mailing City: ALBANY
Mailing State: NY
Mailing Zip: 12233
Mailing Zip Extension:
Mailing Country: USA
Business Phone No: 5184579280

Manifest Data 1995

Manifest No: NYB7822872
Sequence No: 01
Generator RCRA ID No: NYP003602018
Generator Shipped Date: 08/24/1995
TSDf RCRA ID No: NYD057770109
TSDf Received Date: 08/28/1995
Transporter 1 RCRA ID No: NYD986980753
Transporter 1 State ID: PF9453
Transporter 1 Received Date: 08/24/1995
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00207
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: D001
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2: 001
Type of Container 2: DM-Metal drums, barrels, kegs
Quantity of Waste 2: 00176
Units of Quantity 2: P-Pounds
Specific Gravity 2: 01.00
Handling Method 2: B-Incineration, heat recovery, burning
Waste Code 1 2: D001
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1995

Manifest No: NYB7822854
Sequence No: 01
Generator RCRA ID No: NYP003602018
Generator Shipped Date: 08/23/1995
TSDf RCRA ID No: OHD004178612
TSDf Received Date: 08/28/1995
Transporter 1 RCRA ID No: NYD982792814
Transporter 1 State ID: NY80361V
Transporter 1 Received Date: 08/23/1995
Transporter 2 RCRA ID No:

Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 010
Type of Container 1: DF-Fiberboard or plastic drums, barrels, kegs
Quantity of Waste 1: 00550
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: T-Chemical, physical, or biological treatment
Waste Code 1 1: D002
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2: 004
Type of Container 2: DF-Fiberboard or plastic drums, barrels, kegs
Quantity of Waste 2: 00005
Units of Quantity 2: G-Gallons (liquids only)
Specific Gravity 2: 01.00
Handling Method 2: T-Chemical, physical, or biological treatment
Waste Code 1 2: D002
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Site: GREYHOUND BUS LINES
 HIAWATHA BOULEVARD SYRACUSE NY 13209

NY MANIFEST

RCRA ID:	NYD055865430	Mailing Street 2:	
Handler Name:	GREYHOUND BUS LINES	Mailing City:	SYRACUSE
Contact Name:	GREYHOUND BUS LINES	Mailing State:	NY
Location State:	NY	Mailing Zip:	13208
Location Zip Ext:		Mailing Zip Extension:	
Location Country:	USA	Mailing Country:	USA
Location County:	ONONDAGA	Business Phone No:	3154727576
Mailing Street 1:	701 EAST HIAWATHA BLVD		

Manifest Data 1988

Manifest No: NYA7264341
Manifest Status: K
Transporter 1 State ID: 000000000
Transporter 2 State ID: 000000000
Generator Shipped Date: 880908
Transporter 1 Received Date: 880908
Transporter 2 Received Date:
TSDf Received Date: 880908

Part A Received Date: 881031
Part B Received Date: 880927
Generator RCRA ID No: NYD055865430
Transporter 1 RCRA ID No: NYD980761191
Transporter 2 RCRA ID No:
TSD RCRA ID No: NYD013277454
Waste Code 1: F001
Quantity of Waste 1: 00495
Units of Quantity 1: G-Gallons (liquids only)
Number of Containers 1: 009
Type of Container 1: DM-Metal drums, barrels, kegs
Handling Method 1: R-Material recovery of more than 75 percent of the total material
Specific Gravity 1: 100
Waste Code 2:
Quantity of Waste 2:
Units of Quantity 2:
Number of Containers 2:
Type of Container 2:
Handling Method 2:
Specific Gravity 2:
Waste Code 3:
Quantity of Waste 3:
Units of Quantity 3:
Number of Containers 3:
Type of Container 3:
Handling Method 3:
Specific Gravity 3:
Waste Code 4:
Quantity of Waste 4:
Units of Quantity 4:
Number of Containers 4:
Type of Container 4:
Handling Method 4:
Specific Gravity 4:
Waste Code 5:
Quantity of Waste 5:
Units of Quantity 5:
Number of Containers 5:
Type of Container 5:
Handling Method 5:
Specific Gravity 5:
Waste Code 6:
Quantity of Waste 6:
Units of Quantity 6:
Number of Containers 6:
Type of Container 6:
Handling Method 6:
Specific Gravity 6:

Manifest Data 1992

Manifest No: PAC6586053
Sequence No: 01
Generator RCRA ID No: NYD055865430
Generator Shipped Date: 07/22/1992
TSD RCRA ID No: PAD981737109
TSD Received Date: 07/23/1992
Transporter 1 RCRA ID No: ILD051060408
Transporter 1 State ID: PAAH0172
Transporter 1 Received Date: 07/22/1992
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Quantity of Waste 1: 00100
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: T-Chemical, physical, or biological treatment
Waste Code 1 1: D008

Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1992

Manifest No: NYC1778084
Sequence No: 01
Generator RCRA ID No: NYD055865430
Generator Shipped Date: 10/01/1992
TSDF RCRA ID No: NYD000824581
TSDF Received Date: 10/01/1992
Transporter 1 RCRA ID No: ILD051060408
Transporter 1 State ID: NYNS7863
Transporter 1 Received Date: 10/01/1992
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 002
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00131
Units of Quantity 1: P-Pounds
Specific Gravity 1: 01.00
Handling Method 1: R-Material recovery of more than 75 percent of the total material
Waste Code 1 1: D001
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2: 001
Type of Container 2: DF-Fiberboard or plastic drums, barrels, kegs
Quantity of Waste 2: 00027
Units of Quantity 2: P-Pounds
Specific Gravity 2: 01.00
Handling Method 2: R-Material recovery of more than 75 percent of the total material
Waste Code 1 2: D001

Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1995

Manifest No:	NJA2133650
Sequence No:	01
Generator RCRA ID No:	NYD055865430
Generator Shipped Date:	11/17/1995
TSD RCRA ID No:	NJD002200046
TSD Received Date:	11/22/1995
Transporter 1 RCRA ID No:	NYD980761191
Transporter 1 State ID:	S50060
Transporter 1 Received Date:	11/17/1995
Transporter 2 RCRA ID No:	NYD980761191
Transporter 2 State ID:	S50060
Transporter 2 Received Date:	11/21/1995
Number of Containers 1:	001
Type of Container 1:	DM-Metal drums, barrels, kegs
Quantity of Waste 1:	00055
Units of Quantity 1:	G-Gallons (liquids only)
Specific Gravity 1:	01.00
Handling Method 1:	B-Incineration, heat recovery, burning
Waste Code 1 1:	D001
Waste Code 2 1:	
Waste Code 3 1:	
Waste Code 4 1:	
Waste Code 5 1:	
Number of Containers 2:	001
Type of Container 2:	DF-Fiberboard or plastic drums, barrels, kegs
Quantity of Waste 2:	00055
Units of Quantity 2:	G-Gallons (liquids only)
Specific Gravity 2:	01.00
Handling Method 2:	T-Chemical, physical, or biological treatment
Waste Code 1 2:	D002
Waste Code 2 2:	
Waste Code 3 2:	
Waste Code 4 2:	
Waste Code 5 2:	
Number of Containers 3:	
Type of Container 3:	
Quantity of Waste 3:	
Units of Quantity 3:	
Specific Gravity 3:	
Handling Method 3:	
Waste Code 1 3:	

Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Site: **ROCKWEST BUILDING**
FAYETTE STREET SYRACUSE NY 13201

NY MANIFEST

RCRA ID:	NYD981876907	Mailing Street 2:	
Handler Name:	ROCKWEST BUILDING	Mailing City:	SYRACUSE
Contact Name:	ROCKWEST BUILDING	Mailing State:	NY
Location State:	NY	Mailing Zip:	13201
Location Zip Ext:		Mailing Zip Extension:	
Location Country:	USA	Mailing Country:	USA
Location County:	ONONDAGA	Business Phone No:	3154258833
Mailing Street 1:	P.O. BOX 1344		

Manifest Data 1989

Manifest No: NYA6449517
Manifest Status: C
Transporter 1 State ID: NYLX2864
Transporter 2 State ID:
Generator Shipped Date: 891107
Transporter 1 Received Date: 891107
Transporter 2 Received Date:
TSDf Received Date: 891107
Part A Received Date: 891122
Part B Received Date: 891122
Generator RCRA ID No: NYD981876907
Transporter 1 RCRA ID No: NYD095577342
Transporter 2 RCRA ID No:
TSDf RCRA ID No: NYD095577342
Waste Code 1: D008
Quantity of Waste 1: 00652
Units of Quantity 1: G-Gallons (liquids only)
Number of Containers 1: 001
Type of Container 1: TT-Cargo tank (tank trucks)
Handling Method 1: B-Incineration, heat recovery, burning
Specific Gravity 1: 091
Waste Code 2:
Quantity of Waste 2:
Units of Quantity 2:
Number of Containers 2:
Type of Container 2:
Handling Method 2:
Specific Gravity 2:
Waste Code 3:
Quantity of Waste 3:
Units of Quantity 3:
Number of Containers 3:
Type of Container 3:
Handling Method 3:
Specific Gravity 3:
Waste Code 4:
Quantity of Waste 4:
Units of Quantity 4:
Number of Containers 4:

Type of Container 4:
Handling Method 4:
Specific Gravity 4:
Waste Code 5:
Quantity of Waste 5:
Units of Quantity 5:
Number of Containers 5:
Type of Container 5:
Handling Method 5:
Specific Gravity 5:
Waste Code 6:
Quantity of Waste 6:
Units of Quantity 6:
Number of Containers 6:
Type of Container 6:
Handling Method 6:
Specific Gravity 6:

Manifest Data 1990

Manifest No: MAC8849710
Sequence No: 01
Generator RCRA ID No: NYD981876907
Generator Shipped Date: 04/20/1990
TSD RCRA ID No: MAD053452637
TSD Received Date: 04/23/1990
Transporter 1 RCRA ID No: MAD039322250
Transporter 1 State ID: 654975MA
Transporter 1 Received Date: 04/20/1990
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 002
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00525
Units of Quantity 1: K-Kilograms (2.2 pounds)
Specific Gravity 1: 01.00
Handling Method 1: L-Landfill
Waste Code 1 1: B007
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2: 001
Type of Container 2: DM-Metal drums, barrels, kegs
Quantity of Waste 2: 00200
Units of Quantity 2: K-Kilograms (2.2 pounds)
Specific Gravity 2: 01.00
Handling Method 2: L-Landfill
Waste Code 1 2: B007
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:

Handling Method 4:

Waste Code 1 4:

Waste Code 2 4:

Waste Code 3 4:

Waste Code 4 4:

Waste Code 5 4:

Manifest Data 1990

Manifest No: NYB1764171
Sequence No: 01
Generator RCRA ID No: NYD981876907
Generator Shipped Date: 04/10/1990
TSD RCRA ID No: NYD057770109
TSD Received Date: 04/10/1990
Transporter 1 RCRA ID No: NYD057770109
Transporter 1 State ID: 000000000
Transporter 1 Received Date: 04/10/1990
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 001
Type of Container 1: CM-Metal boxes, cartons, cases (including roll-offs)
Quantity of Waste 1: 00020
Units of Quantity 1: Y-Cubic yards
Specific Gravity 1: 01.00
Handling Method 1: T-Chemical, physical, or biological treatment
Waste Code 1 1: F005
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2:
Type of Container 2:
Quantity of Waste 2:
Units of Quantity 2:
Specific Gravity 2:
Handling Method 2:
Waste Code 1 2:
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3:
Type of Container 3:
Quantity of Waste 3:
Units of Quantity 3:
Specific Gravity 3:
Handling Method 3:
Waste Code 1 3:
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4:
Type of Container 4:
Quantity of Waste 4:
Units of Quantity 4:
Specific Gravity 4:
Handling Method 4:
Waste Code 1 4:
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Manifest Data 1990

Manifest No: MAF2818620

Sequence No: 01
Generator RCRA ID No: NYD981876907
Generator Shipped Date: 10/24/1990
TSDf RCRA ID No: MAD053452637
TSDf Received Date: 10/26/1990
Transporter 1 RCRA ID No: MAD039322250
Transporter 1 State ID: PC6106NY
Transporter 1 Received Date: 10/24/1990
Transporter 2 RCRA ID No:
Transporter 2 State ID:
Transporter 2 Received Date:
Number of Containers 1: 007
Type of Container 1: DM-Metal drums, barrels, kegs
Quantity of Waste 1: 00385
Units of Quantity 1: G-Gallons (liquids only)
Specific Gravity 1: 01.00
Handling Method 1: B-Incineration, heat recovery, burning
Waste Code 1 1: F002
Waste Code 2 1:
Waste Code 3 1:
Waste Code 4 1:
Waste Code 5 1:
Number of Containers 2: 002
Type of Container 2: DM-Metal drums, barrels, kegs
Quantity of Waste 2: 00110
Units of Quantity 2: G-Gallons (liquids only)
Specific Gravity 2: 01.00
Handling Method 2: B-Incineration, heat recovery, burning
Waste Code 1 2: F002
Waste Code 2 2:
Waste Code 3 2:
Waste Code 4 2:
Waste Code 5 2:
Number of Containers 3: 002
Type of Container 3: DM-Metal drums, barrels, kegs
Quantity of Waste 3: 00110
Units of Quantity 3: G-Gallons (liquids only)
Specific Gravity 3: 01.00
Handling Method 3: B-Incineration, heat recovery, burning
Waste Code 1 3: F002
Waste Code 2 3:
Waste Code 3 3:
Waste Code 4 3:
Waste Code 5 3:
Number of Containers 4: 001
Type of Container 4: DM-Metal drums, barrels, kegs
Quantity of Waste 4: 00055
Units of Quantity 4: G-Gallons (liquids only)
Specific Gravity 4: 01.00
Handling Method 4: B-Incineration, heat recovery, burning
Waste Code 1 4: F002
Waste Code 2 4:
Waste Code 3 4:
Waste Code 4 4:
Waste Code 5 4:

Site: SUN PIPELINE CORP.
 HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No:	9505090	Spill Date:	1995-07-26 09:00:00
Site ID:	260865	Rcvd Date:	1995-07-26 13:44:00
DER Facility ID:	213043	CAC Date:	1995-07-26 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1995-07-26 00:00:00
SWIS Code:	3415	Create Date:	
Contribute Factor:	Equipment Failure	Update Date:	2003-12-02 00:00:00
Water Body:		DEC Region:	7
Source:	Major Facility (MOSF) > 400,000 gal	Lead DEC:	CFMANNES
Class:	D5	Reported by:	Responsible Party
Meets Std:	True	Referred to:	

Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

County: Onondaga
Latitude(s):
Longitude(s):

VALVE FITTING BROKR- SOIL WAS CLEANED UP. REG. CALL TO KEVIN SO, HE KNOEWS WHO ELSE NEEDS TO BE CONATACTED.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM

Spiller Information

Spiller Name:
Spiller Company: SUN PIPELINE
Spiller Address: 1801 MARKET ST.
Spiller City: PHILADELPHIA
Spiller State: ZZ

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 1019848
OU: 01
Material ID: 366619
Material Code: 0009
Material Name: gasoline
CAS No:
Material Family: Petroleum
Quantity: 5.00
Units:
Recovered: 4.00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: **Spill Number 8504294**
HIAWATHA BLVD SYRACUSE NY

[NY SPILLS](#)

Spill No: 8504294
Site ID: 260858
DER Facility ID: 213043
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Unknown
Water Body:
Source: Unknown
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: True
UST Trust: False
Caller Remark:

Spill Date: 1986-03-04 00:00:00
Rcvd Date: 1986-03-04 00:00:00
CAC Date: 1989-01-12 00:00:00
Insp Date:
Close Date: 1989-01-12 00:00:00
Create Date: 1989-01-12 00:00:00
Update Date: 2004-02-20 00:00:00
DEC Region: 7
Lead DEC: UNASSIGNED
Reported by: Other
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was 2004/02/19 - Both Spill_Time and RCVD_Time were previously blank and replaced with 00:00 to fix a data translation problem... Bob Corcoran

Spiller Information

Spiller Name:
Spiller Company: BRESLUBE (SPEEDI OIL)
Spiller Address:
Spiller City:
Spiller State: ZZ

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 896072
OU: 01
Material ID: 479938
Material Code: 0064A
Material Name: unknown material
CAS No:
Material Family: Other
Quantity: .00
Units:
Recovered: .00
Med Soil: False

Med Air: True
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: HARBOR BROOK
HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No: 0105584
Site ID: 67238
DER Facility ID: 213043
CID: 397
Program Type: ER
SWIS Code: 3415
Contribute Factor: Unknown
Water Body: HARBOR BROOK
Source: Unknown
Class: D6
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 2001-08-14 09:00:00
Rcvd Date: 2001-08-23 14:58:00
CAC Date:
Insp Date:
Close Date: 2001-10-09 00:00:00
Create Date: 2001-08-23 00:00:00
Update Date: 2001-10-09 00:00:00
DEC Region: 7
Lead DEC: MENASH
Reported by: Local Agency
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

discovered a sheen on top of the stream. appeared to be coming from under the rd.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN

Spiller Information

Spiller Name: UNKNOWN
Spiller Company: Unknown
Spiller Address: UNKNOWN
Spiller City: UNKNOWN
Spiller State: NY

Spiller Zip:
Spiller Country: 999
Contact Name: CALLER
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 843950
OU: 01
Material ID: 534043
Material Code: 0066A
Material Name: unknown petroleum
CAS No:
Material Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: False

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: True
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: CARROSSEL MALL
HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No: 9907720
Site ID: 260869
DER Facility ID: 213043
CID: 297
Program Type: ER
SWIS Code: 3415
Contribute Factor: Equipment Failure
Water Body:
Source: Commercial Vehicle
Class: C3
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: True
UST Trust: False
Caller Remark:

Spill Date: 1999-09-27 07:45:00
Rcvd Date: 1999-09-27 07:51:00
CAC Date:
Insp Date:
Close Date: 1999-09-27 00:00:00
Create Date: 1999-09-27 00:00:00
Update Date: 2000-06-15 00:00:00
DEC Region: 7
Lead DEC: MENASH
Reported by: Responsible Party
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

A HYDRAULIC LINE RUPTURED SPILLING TO THE GROUND - CLEAN UP CREW IS ENROUTE TO THE SCENE

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN CAPITAL ENVIRONMENTAL TO DO CLEAN UP.

Spiller Information

Spiller Name: ED HOPKINS
Spiller Company: CAPITAL ENVIROMENTAL
Spiller Address: 3496 COURT ST
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip:
Spiller Country: 001
Contact Name: ED HOPKINS
Contact Phone: (315) 437-2205
Contact Ext:

Material Information

OP Unit ID: 1086314
OU: 01
Material ID: 300408
Material Code: 0010
Material Name: hydraulic oil
CAS No:
Material Family: Petroleum
Quantity: 5.00
Units: G
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: HESS STATION #32348
HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No: 0100507
Site ID: 260854
DER Facility ID: 213043
CID: 403
Program Type: ER
SWIS Code: 3415
Contribute Factor: Equipment Failure
Water Body:
Source: Gasoline Station or other PBS Facility
Class: C5
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: True
Caller Remark:

Spill Date: 2001-04-13 10:30:00
Rcvd Date: 2001-04-13 11:49:00
CAC Date:
Insp Date:
Close Date: 2001-04-13 00:00:00
Create Date: 2001-04-13 00:00:00
Update Date: 2001-04-13 00:00:00
DEC Region: 7
Lead DEC: MENASH
Reported by: Affected Persons
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

CUSTOMER AT GAS STATION W/LEAKING TANK.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	UNKNOWN	Spiller Country:	999
Spiller Address:		Contact Name:	ED HOPKINS
Spiller City:		Contact Phone:	(315) 437-2205
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	837400	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	536211	Med GW:	False
Material Code:	0009	Med SW:	False
Material Name:	gasoline	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	7.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	7.00	Oxygenate:	
Med Soil:	True		

Site: FREE STREET SUB STATION
HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No:	9707263	Spill Date:	1997-09-19 09:30:00
Site ID:	260866	Rcvd Date:	1997-09-19 10:23:00
DER Facility ID:	213043	CAC Date:	
CID:	322	Insp Date:	
Program Type:	ER	Close Date:	1997-10-24 00:00:00
SWIS Code:	3415	Create Date:	1997-09-19 00:00:00
Contribute Factor:	Equipment Failure	Update Date:	1997-09-19 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	MENASH
Class:	C3	Reported by:	Responsible Party
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	False	Longitude(s):	
UST Trust:	False		
Caller Remark:			

LEAKING TRANSFORMER CAUSED SPILL - SPILL ON STONE TESTED NON PCB OIL - 10 DRUMS OF CLEANING MATERIAL REMOVED

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	NIMO	Spiller Country:	001
Spiller Address:	300 ERIE BLVD WEST	Contact Name:	AC READ
Spiller City:	SYRACUSE	Contact Phone:	(315) 428-3549
Spiller State:	NY	Contact Ext:	

Site: ONONDAGA COUNTY WWTP
HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No:	1401631	Spill Date:	2014-05-15 13:46:00
Site ID:	494921	Rcvd Date:	2014-05-15 13:46:00
DER Facility ID:	213043	CAC Date:	

CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Equipment Failure
Water Body:
Source: Institutional, Educational, Gov., Other
Class: E6
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Insp Date:
Close Date: 2014-05-15 00:00:00
Create Date: 2014-05-15 13:48:00
Update Date: 2014-05-16 13:01:45.113000000
DEC Region: 7
Lead DEC: DJLASALL
Reported by: Other
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

underground pipeline failure caused a possible 1,000,000 gallon failure, investigation ongoing

DEC Remark:

referred to division of water

Spiller Information

Spiller Name: MARK BYRNE
Spiller Company: ONONDAGA CNTY WASTE WATER PLANT
Spiller Address: HIAWATHA BLVD
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip:
Spiller Country: 999
Contact Name: MARK BYRNE
Contact Phone: (315) 842-7024
Contact Ext:

Material Information

OP Unit ID: 1244429
OU: 01
Material ID: 2245248
Material Code: 9999
Material Name: other - primary treated water
CAS No:
Material Family: Other
Quantity: 1000000.00
Units: G
Recovered:
Med Soil: False

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: **HIAWATHA AUTO PARTS**
HIAWATHA BLVD SYRACUSE NY

[NY SPILLS](#)

Spill No: 8906505
Site ID: 260859
DER Facility ID: 213043
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Housekeeping
Water Body:
Source: Commercial/Industrial
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 1989-09-23 12:00:00
Rcvd Date: 1989-09-27 14:00:00
CAC Date: 1990-07-01 00:00:00
Insp Date:
Close Date: 1990-07-01 00:00:00
Create Date: 1989-11-07 00:00:00
Update Date: 1990-09-13 00:00:00
DEC Region: 7
Lead DEC: VOLLMER
Reported by: Citizen
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

GROUND SATURATED BY USED MOTOR OIL.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV 07/01/90: FACILITY CLOSED. SPILLER WAS TENANT. OWNER TO CLEANUP.

Spiller Information

Spiller Name:
Spiller Company: HIAWATHA AUTO PARTS
Spiller Address: HIAWATHA BLVD
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 931563
OU: 01
Material ID: 446918
Material Code: 0022
Material Name: waste oil/used oil
CAS No:
Material Family: Petroleum
Quantity: .00
Units:
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: HIAWATHA BLVD.
HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No: 9211611
Site ID: 106080
DER Facility ID: 213043
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Abandoned Drums
Water Body:
Source: Unknown
Class: C1
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
DEC Remark:

Spill Date: 1992-12-02 09:15:00
Rcvd Date: 1992-12-02 09:40:00
CAC Date: 1993-01-04 00:00:00
Insp Date:
Close Date: 1993-02-28 00:00:00
Create Date: 1993-01-08 00:00:00
Update Date: 1993-07-08 00:00:00
DEC Region: 7
Lead DEC: RJBRAZEL
Reported by: Citizen
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

Prior to Sept, 2004 data translation this spill Lead_DEC Field was RB

Caller Remark:

DRUM WAS NOT FOUND AT SITE. DRUM WAS LATER FOUND NEAR A MOBIL STATION IN CICERO.

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

OP Unit ID: 976055
OU: 01
Material ID: 405000
Material Code: 0066A
Material Name: unknown petroleum
CAS No:
Material Family: Petroleum

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False

Quantity: .00
Units:
Recovered: .00
Med Soil: True

Med Subway: False
Med Utility: False
Oxygenate:

Site: METRO SEWER PLANT
HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No: 9614660
Site ID: 214859
DER Facility ID: 213043
CID: 323
Program Type: ER
SWIS Code: 3415
Contribute Factor: Unknown
Water Body:
Source: Institutional, Educational, Gov., Other
Class: C3
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 1997-03-19 12:00:00
Rcvd Date: 1997-03-20 11:30:00
CAC Date:
Insp Date:
Close Date: 2001-01-30 00:00:00
Create Date: 1997-03-20 00:00:00
Update Date: 2001-01-30 00:00:00
DEC Region: 7
Lead DEC: HDWARNER
Reported by: Responsible Party
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

SOIL EXCAVATED DURING REPAIR OF BROKEN WATER LINE APPEARED TO HAVE SOME PETROLEUM CONTAMINATION. COUNTY WILL SAMPLE SOIL AND FORWARD ANALYSIS.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW

Spiller Information

Spiller Name:
Spiller Company: ONONDAGA COUNTY
Spiller Address:
Spiller City:
Spiller State: NY

Spiller Zip: 999
Spiller Country: BOB SPEECH
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 1042332
OU: 01
Material ID: 339763
Material Code: 9999
Material Name: other -
CAS No:
Material Family: Other
Quantity: .00
Units: G
Recovered: .00
Med Soil: False

Med Air: False
Med Ind Air: False
Med GW: True
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: BENBOW CHEMICAL
HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No: 9210399
Site ID: 260862
DER Facility ID: 213043
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Other
Water Body:
Source: Railroad Car
Class: D3

Spill Date: 1992-12-04 11:00:00
Rcvd Date: 1992-12-04 12:30:00
CAC Date: 1992-12-04 00:00:00
Insp Date:
Close Date: 1992-12-21 00:00:00
Create Date: 1992-12-21 00:00:00
Update Date: 1994-03-03 00:00:00
DEC Region: 7
Lead DEC: HDWARNER
Reported by: Other

Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

RAIL ROAD CAR DELIVERING SODA ASH TO BENBOW CHEMICAL LEFT PLANT WITH HOPPER OPEN. MATERIAL DUMPED ON TRACKS FOR APPROX. 1/4 MILE. JIM ADAMS-BENBOW,474-8236/ CHARLES BISHOP-CONRAIL,656-5808

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW 12/21/92: CONRAIL AND BENBOW USED THEIR EMPLOYEES TO CLEAN UP SODA ASH SPILL.

Spiller Information

Spiller Name:
Spiller Company: BENBOW/CONRAIL
Spiller Address: HIAWATHA BLVD
Spiller City: SYR
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 977020
OU: 01
Material ID: 403863
Material Code: 0387A
Material Name: soda ash
CAS No: 00497198
Material Family: Other
Quantity: .00
Units: L
Recovered: .00
Med Soil: True
Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: **MARLEY SCRAP YARD**
HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No: 8709466
Site ID: 106079
DER Facility ID: 213043
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Other
Water Body: ONON. LAKE
Source: Commercial/Industrial
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:
Spill Date: 1981-01-01 12:00:00
Rcvd Date: 1988-02-08 08:41:00
CAC Date: 1988-04-01 00:00:00
Insp Date:
Close Date: 1988-04-01 00:00:00
Create Date: 1988-02-08 00:00:00
Update Date: 1988-11-08 00:00:00
DEC Region: 7
Lead DEC: VOLLMER
Reported by: Citizen
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

CITIZEN DAVE YARROW AT 315-492-2194 WAS CALLER. OWNER PAID TO DISPOSE OF ELEC. TRANSFORMERS. CALLER IS AWARE & KNOWS WHERE BURRIED ON SITE

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV 02/08/88: MET WITH COMPLAINTANT DOWSER. SHOWED 2 AREAS WHERE 4-5 TRANSFORMERS WERE BURIED 21 FEET DEEP ACCORDING TO HIS DIVINING ROD. HE WILL ATTEMPT TO GET FURTHER CORROBORATION FROM HIS SOURCE. 04/01/88: TURNED OVER TO DSHW FOR FOLLOW UP.

Spiller Information

Spiller Name:
Spiller Company: MARLEY SCRAP METAL
Spiller Address: HIAWATHA BLVD.
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 914880
OU: 01
Material ID: 464787
Material Code: 0017A
Material Name: PCB oil
CAS No:
Material Family: Petroleum
Quantity: .00
Units:
Recovered: .00
Med Soil: False

Med Air: False
Med Ind Air: False
Med GW: True
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: MARLEYS - HIAWATHA BLVD.
HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No: 8606170
Site ID: 106077
DER Facility ID: 213043
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Unknown
Water Body:
Source: Commercial/Industrial
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 1987-01-02 11:00:00
Rcvd Date: 1987-01-02 11:00:00
CAC Date: 1987-02-04 00:00:00
Insp Date:
Close Date: 1989-07-14 00:00:00
Create Date: 1987-01-29 00:00:00
Update Date: 1989-04-05 00:00:00
DEC Region: 7
Lead DEC: VOLLMER
Reported by: DEC
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

SMALL POND ALONG RR TRACKS, ADJACENT TO MARLEYS WITH HEAVY SHEEN. SAMPLES COLLECTED FOR PCB ANALYSES. RESULTS NEGATIVE.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV // : TAKE WAZZO OF DEC WAS PERSON WHO NOTICED SCHEEN ON SMALL POND. WILL NEXT TO DRAINAGE POND WITH SHEEN.B'S. ELECTRICAL EQUIP. IS STORED NES. // : ELECTRICAL EQUIP. IS STORED NEARBY. 11/22/88: NO ACTION.

Spiller Information

Spiller Name:
Spiller Company: MARLEY'S SCRAP METAL
Spiller Address: HIAWATHA BLVD.
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip: 13208
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 902965
OU: 01
Material ID: 475306
Material Code: 0066A
Material Name: unknown petroleum
CAS No:
Material Family: Petroleum

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: True
Med DW: False
Med Sewer: False
Med Surf: False

Quantity: .00
Units:
Recovered: .00
Med Soil: False

Med Subway: False
Med Utility: False
Oxygenate:

Site: AMERADA HESS B685
HIAWATHA BLVD WEST SYRACUSE NY

NY SPILLS

Spill No: 0106573
Site ID: 129086
DER Facility ID: 111299
CID: 207
Program Type: ER
SWIS Code: 3415
Contribute Factor: Equipment Failure
Water Body:
Source: Commercial Vehicle
Class: C3
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 2001-09-24 09:45:00
Rcvd Date: 2001-09-24 11:48:00
CAC Date:
Insp Date:
Close Date: 2001-09-25 00:00:00
Create Date: 2001-09-24 00:00:00
Update Date: 2001-09-25 00:00:00
DEC Region: 7
Lead DEC: CFMANNES
Reported by: Responsible Party
Referred to:
County: Onondaga
Latitude(s): 43.070104994
Longitude(s): -76.167610000

cleanup complete

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM

Spiller Information

Spiller Name: CALLER
Spiller Company: WASTE MANAGEMENT
Spiller Address: 4545 MORGAN PLACE
Spiller City: LIVERPOOL
Spiller State: NY

Spiller Zip: -
Spiller Country: 001
Contact Name: WILLIAM OCONNOR
Contact Phone: (315) 457-0003
Contact Ext:

Material Information

OP Unit ID: 844785
OU: 01
Material ID: 531418
Material Code: 0010
Material Name: hydraulic oil
CAS No:
Material Family: Petroleum
Quantity: 7.00
Units: G
Recovered: 7.00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: HESS TERMINAL
HIAWATHA BLVD. OIL CITY SYRACUSE NY

NY SPILLS

Spill No: 8809813
Site ID: 288623
DER Facility ID: 233766
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Human Error
Water Body:
Source: Major Facility (MOSF) > 400,000 gal
Class:
Meets Std: True

Spill Date: 1989-03-08 08:35:00
Rcvd Date: 1989-03-08 08:41:00
CAC Date: 1989-03-08 00:00:00
Insp Date:
Close Date: 1989-03-08 00:00:00
Create Date:
Update Date: 2003-12-02 00:00:00
DEC Region: 7
Lead DEC: VOLLMER
Reported by: Responsible Party
Referred to:

Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

County: Onondaga
Latitude(s):
Longitude(s):

OVERFILL AT RACK. DID NOT REACH CATCH BASIN.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV 03/08/89: CLEANED UP WITH PADS & SPEEDI DRY.

Spiller Information

Spiller Name:
Spiller Company: AMERADA HESS CORP.
Spiller Address: OIL CITY
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 925874
OU: 01
Material ID: 450986
Material Code: 0001A
Material Name: #2 fuel oil
CAS No:
Material Family: Petroleum
Quantity: 5.00
Units: G
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: CONSTRUCTION SITE
LAKE SHORE DR AND HIAWATHA BLVD SYRACUSE NY

[NY SPILLS](#)

Spill No: 1400482
Site ID: 493720
DER Facility ID: 448633
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Equipment Failure
Water Body:
Source: Commercial Vehicle
Class:
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 2014-04-14 12:30:00
Rcvd Date: 2014-04-14 16:29:00
CAC Date:
Insp Date:
Close Date: 2014-08-22 00:00:00
Create Date: 2014-04-14 16:33:00
Update Date: 2014-08-22 11:01:04.357000000
DEC Region: 7
Lead DEC: menash
Reported by: Other
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

Caller advised aprx 1 qt of oil spilled onto soil from a leak from a hose on a conveyor belt. Clean up is complete and repairs are also complete on the conveyor.

DEC Remark:

Spiller Information

Spiller Name:
Spiller Company: RICCELLI TRUCKING
Spiller Address:
Spiller City:
Spiller State: NY

Spiller Zip:
Spiller Country: 999
Contact Name: WILLIAM MOON
Contact Phone: (315) 323-8175
Contact Ext:

Material Information

OP Unit ID:	1243234	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	2243911	Med GW:	False
Material Code:	0010	Med SW:	False
Material Name:	hydraulic oil	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.25	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:		Oxygenate:	
Med Soil:	True		

Site: LIQUOR SQUARE
LIQUOR SQUARE ERIE BLVD SYRACUSE NY

NY SPILLS

Spill No:	8607383	Spill Date:	1987-01-30 12:00:00
Site ID:	113766	Rcvd Date:	1987-01-30 12:00:00
DER Facility ID:	99253	CAC Date:	1987-08-11 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1987-08-11 00:00:00
SWIS Code:	3415	Create Date:	1987-03-05 00:00:00
Contribute Factor:	Abandoned Drums	Update Date:	1984-06-04 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	UNASSIGNED
Class:		Reported by:	Citizen
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	False	Longitude(s):	
UST Trust:	False		
Caller Remark:			

DISPOSAL; FORMER RESCUE MISSION SHOP;

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was // : HARTMAN CONSTRUCTION, JERRY WILSON SAID ACCIDENTAL DRUM RUPTURED MIXEDWITH TOP SOIL. 09/28/95: This is additional information about material spilled from the translation of the old spill file: BLACK OIL.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	HARTMAN CONSTRUCTION	Spiller Country:	001
Spiller Address:	ERIE BLVD.	Contact Name:	
Spiller City:	SYRACUSE	Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	905145	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	554954	Med GW:	False
Material Code:	0022	Med SW:	False
Material Name:	waste oil/used oil	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	15.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

Site: AMERADA HESS TERMINAL
OIL CITY, HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No: 9010186
Site ID: 92040
DER Facility ID: 260671
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Equipment Failure
Water Body:
Source: Major Facility (MOSF) > 400,000 gal
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 1990-12-19 12:00:00
Rcvd Date: 1990-12-19 13:55:00
CAC Date: 1991-01-18 00:00:00
Insp Date:
Close Date: 1991-01-18 00:00:00
Create Date: 1991-01-12 00:00:00
Update Date: 1991-01-31 00:00:00
DEC Region: 7
Lead DEC: VOLLMER
Reported by: Responsible Party
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

CHECK VALVE AT YAD SITE, TOP PIECE LOOSE, DRIPPING FOR < 1 DAY. HOLD- ING POND HAS SHEEN ON IT. REMOVING W/ 3M.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV 01/18/91: SORBENTS USED TO REMOVE SHHEN.

Spiller Information

Spiller Name:
Spiller Company: AMERADA HESS
Spiller Address:
Spiller City:
Spiller State: NY

Spiller Zip:
Spiller Country: 999
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 950660
OU: 01
Material ID: 559244
Material Code: 0001A
Material Name: #2 fuel oil
CAS No:
Material Family: Petroleum
Quantity: 50.00
Units:
Recovered: 50.00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: LAKEVIEW AMPHITHEATER
 OFF RT 5 GEDDES NY

NY SPILLS

Spill No: 1500094
Site ID: 506236
DER Facility ID: 461026
CID:
Program Type: ER
SWIS Code: 3432
Contribute Factor: Equipment Failure
Water Body:
Source: Commercial Vehicle
Class: D4
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: True
UST Trust: False
Caller Remark:

Spill Date: 2015-04-03 13:30:00
Rcvd Date: 2015-04-03 16:43:00
CAC Date:
Insp Date:
Close Date: 2015-04-03 00:00:00
Create Date: 2015-04-03 16:46:00
Update Date: 2015-04-13 13:15:45.873000000
DEC Region: 7
Lead DEC: RJBRAZEL
Reported by: Other
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

cleanup done

DEC Remark:

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	RICELLI TRUCKING	Spiller Country:	999
Spiller Address:		Contact Name:	KEVIN WALKER
Spiller City:		Contact Phone:	(315) 559-7528
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	1255558	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	2258319	Med GW:	False
Material Code:	0010	Med SW:	False
Material Name:	hydraulic oil	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	1.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:		Oxygenate:	
Med Soil:	True		

Site: YAD TERMINAL
OIL CITY, HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No:	9010930	Spill Date:	1990-01-14 11:30:00
Site ID:	317818	Rcvd Date:	1991-01-14 11:30:00
DER Facility ID:	260671	CAC Date:	1991-01-14 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1991-01-31 00:00:00
SWIS Code:	3415	Create Date:	1991-01-25 00:00:00
Contribute Factor:	Equipment Failure	Update Date:	1991-01-31 00:00:00
Water Body:		DEC Region:	7
Source:	Major Facility (MOSF) > 400,000 gal	Lead DEC:	ROMOCKI
Class:		Reported by:	Responsible Party
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	False	Longitude(s):	
UST Trust:	False		
Caller Remark:			

SPILL CONTAINED ON CONCRETE PAD. ENVIRONMENTAL OIL ON SCENE WITH VAC TRUCK. WERE MAKING A TRANSFER WHEN SPILL OCCURRED.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MR 01/31/91: GASKET FAILED ON PUMP RECENTLY INSTALLED.SPILL CONTAINED ON CONCRETE. EPS RECOVERED SPILLED PRODUCT W/ VAC TRUCK.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	HESS	Spiller Country:	001
Spiller Address:	HIAWATHA BLVD.	Contact Name:	
Spiller City:	SYRACUSE	Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	948013	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	431034	Med GW:	False

Material Code:	0012A	Med SW:	False
Material Name:	kerosene	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	50.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	40.00	Oxygenate:	
Med Soil:	True		

Site: **CAROSSEL SHOP CENTER**
OIL CITY, HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No:	8907995	Spill Date:	1989-11-11 06:30:00
Site ID:	323591	Rcvd Date:	1989-11-12 13:23:00
DER Facility ID:	260671	CAC Date:	1989-11-13 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1989-11-13 00:00:00
SWIS Code:	3415	Create Date:	1989-11-20 00:00:00
Contribute Factor:	Deliberate	Update Date:	1990-02-06 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	VOLLMER
Class:		Reported by:	Citizen
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	True	Longitude(s):	
UST Trust:	False		
Caller Remark:			

CITIZEN CALLED IN THAT HE WAS TOLD THAT WORKERS WERE ASKED TO BURY CONTAINERS WITH POSSIBLE PCB CONTENTS.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV 11/13/89: INV BY MASUICA AND BRAZELL. 09/28/95: This is additional information about material spilled from the translation of the old spill file: POSSIBLE PCB OIL.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	PYRAMID CO	Spiller Country:	001
Spiller Address:	4 CLINTON SQ	Contact Name:	
Spiller City:	SYRACUSE	Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	935520	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	562205	Med GW:	False
Material Code:	0016A	Med SW:	False
Material Name:	non PCB oil	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:		Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

Site: **HESS TERMINAL**
OIL CITY, HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No:	9010935	Spill Date:	1991-01-11 15:45:00
Site ID:	92041	Rcvd Date:	1991-01-11 16:15:00
DER Facility ID:	260671	CAC Date:	1991-01-11 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1991-01-11 00:00:00
SWIS Code:	3415	Create Date:	1991-01-25 00:00:00

Contribute Factor: Human Error
Water Body:
Source: Major Facility (MOSF) > 400,000 gal
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Update Date: 1991-01-31 00:00:00
DEC Region: 7
Lead DEC: VOLLMER
Reported by: Other
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

TRUCK OVERFILL. GASOLINE CONTAINED IN SNOW. CONTENTS DRUMMED UP. DID NOT REACH DRAIN. NO RESPONSE.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV 01/11/91: NO RESPONSE BY DEC. CLEANED UP BY SPILLER.

Spiller Information

Spiller Name:
Spiller Company: CHUCK KNAPP
Spiller Address:
Spiller City:
Spiller State: ZZ

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 951141
OU: 01
Material ID: 431039
Material Code: 0009
Material Name: gasoline
CAS No:
Material Family: Petroleum
Quantity: 10.00
Units: G
Recovered: 10.00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: AMERADA HESS TERMINAL
OIL CITY, HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No: 8900496
Site ID: 293906
DER Facility ID: 260671
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Equipment Failure
Water Body:
Source: Tank Truck
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: True
UST Trust: False
Caller Remark:

Spill Date: 1989-04-17 07:00:00
Rcvd Date: 1989-04-17 07:55:00
CAC Date: 1989-04-17 00:00:00
Insp Date:
Close Date: 1989-04-17 00:00:00
Create Date: 1989-04-18 00:00:00
Update Date: 1990-02-06 00:00:00
DEC Region: 7
Lead DEC: VOLLMER
Reported by: Responsible Party
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

SPILL OCCURED AT RACK. HESS SENT CLEAN UP CREW.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV

Spiller Information

Spiller Name:
Spiller Company: GLEN BOYES
Spiller Address: FARRELL RD
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 926781
OU: 01
Material ID: 451834
Material Code: 0009
Material Name: gasoline
CAS No:
Material Family: Petroleum
Quantity: 10.00
Units: G
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: SUN TERMINAL
OIL CITY, HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No: 8903138
Site ID: 94431
DER Facility ID: 260671
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Unknown
Water Body:
Source: Major Facility (MOSF) > 400,000 gal
Class: B3
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
DEC Remark:

Spill Date: 1989-06-26 10:30:00
Rcvd Date: 1989-06-26 11:50:00
CAC Date:
Insp Date:
Close Date: 2011-07-15 00:00:00
Create Date: 1989-07-13 00:00:00
Update Date: 2011-07-15 10:07:02.160000000
DEC Region: 7
Lead DEC: RJBRAZEL
Reported by: Citizen
Referred to:
County: Onondaga
Latitude(s): 43.063631000
Longitude(s): -76.178264000

Prior to Sept, 2004 data translation this spill Lead_DEC Field was RB 06/27/89: LETTER SENT TO SUN REQUESTING INVESTIGATION. 08/01/89: RECD PROPOSAL FOR INVESTIGATION. SOIL GAS SURVEY. 09/05/89: LETTER SENT REQUESTING WORK PLAN IN CONJUNCTION WITH OIL CITY STUDY. 01/18/91: REMEDIAL INVESTIGATION DUE 02/01/91. 05/17/91: REMEDIAL INVESTIGATION REC'D ON 02/01/91. PRELIMINARY COMMENTS SENT 02/21/91. FINAL COMMENTS 05/17/91. ADDITIONAL INVESTIGATION NEEDED OFFSITE. SUPPLEMENTAL REPORT DUE 08/01/91. RIFS DUE 10/01/91. 02/28/92: REFFERRED TO LEGAL AFFAIRS FOR ENFORCEMENT ACTION. NEEDS ADDITIONAL GW INVESTIGATION. 07-15-2011 the Sun parcels will be investigated and remediated under Brownfield Agreemnts C734134 and C734135

Caller Remark:

FREE PRODUCT PRESENT ALONG UTILITY LINE IN OLD HIAWATHA BLVD. ADJACENT TO THIS TERMINAL. NO INTERIM REMEDIAL MEASURES APPEAR NECESSARY.

Spiller Information

Spiller Name:
Spiller Company: SUN REFINING & MARKETING
Spiller Address: 1801 MARKET STREET
Spiller City: PHILADELPHIA
Spiller State: PA

Spiller Zip: 19103
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 928590
OU: 01
Material ID: 447254
Material Code: 0009

Med Air: False
Med Ind Air: False
Med GW: True
Med SW: False

Material Name: gasoline
CAS No:
Material Family: Petroleum
Quantity: .00
Units: L
Recovered: .00
Med Soil: False

Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: MARLEY
OIL CITY, HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No: 8809264
Site ID: 82607
DER Facility ID: 260671
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Unknown
Water Body: ONONDAGA CREEK
Source: Commercial/Industrial
Class: E6
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 1989-02-13 12:00:00
Rcvd Date: 1989-02-13 13:00:00
CAC Date: 1989-02-13 00:00:00
Insp Date:
Close Date: 1989-02-13 00:00:00
Create Date: 1989-03-08 00:00:00
Update Date: 1993-05-25 00:00:00
DEC Region: 7
Lead DEC: VOLLMER
Reported by: Local Agency
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

REPORTED LEACHING OF LIQUID FROM SITE NEAR FENCE ALONG BARGE CANAL WEST OF HESS TERMINAL. SAMPLE COLLECTED BY CITY. REFERRED TO DHWR.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV 02/13/89: DISCHARGE IS ONGOING. FOLLOW UP BY DHWR. 09/28/95: This is additional information about material spilled from the translation of the old spill file: POSSIBLE TCE.

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

OP Unit ID: 925506
OU: 01
Material ID: 454018
Material Code: 0066A
Material Name: unknown petroleum
CAS No:
Material Family: Petroleum
Quantity: .00
Units:
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: W HIAWATHA BLVD
OIL CITY W HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No: 9001026
Site ID: 88229
DER Facility ID: 80734
CID:
Program Type: ER
SWIS Code: 3415

Spill Date: 1990-04-04 17:00:00
Rcvd Date: 1990-04-26 17:00:00
CAC Date: 1990-04-28 00:00:00
Insp Date:
Close Date: 1990-04-28 00:00:00
Create Date: 1990-05-08 00:00:00

Contribute Factor: Other
Water Body:
Source: Commercial/Industrial
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: True
UST Trust: False
Caller Remark:

Update Date: 1994-04-13 00:00:00
DEC Region: 7
Lead DEC: GREGG
Reported by: Other
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

WHILST DIGGING TRENCH FOR PIPELINE, HIT CONTAMINATED SOIL.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was TG 02/19/91: CONT. SOIL REMOVED. BIO REMEDIATION BEING PERFORMED ON EXCAVATED SOIL.

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

OP Unit ID: 940841
OU: 01
Material ID: 439380
Material Code: 0066A
Material Name: unknown petroleum
CAS No:
Material Family: Petroleum
Quantity: .00
Units:
Recovered: .00
Med Soil: True
Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: SUN OIL/OLD HIAWATHA
OLD HIAWATHA BLVD. SUNOIL SYRACUSE NY

NY SPILLS

Spill No: 9208886
Site ID: 261282
DER Facility ID: 213382
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Unknown
Water Body: GROUND WATER
Source: Unknown
Class: C1
Meets Std: True
Penalty: True
REM Phase: 0
After Hours: True
UST Trust: False
Caller Remark:
Spill Date: 1992-10-26 16:00:00
Rcvd Date: 1992-10-27 08:28:00
CAC Date: 1995-06-16 00:00:00
Insp Date:
Close Date: 1995-06-16 00:00:00
Create Date: 1992-11-02 00:00:00
Update Date: 1996-02-28 00:00:00
DEC Region: 7
Lead DEC: GREGG
Reported by: Local Agency
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

NOTICED PETROLEUM ODOR & SHEEN ON GRNDH2O IN EXCAVATION OF WATER LINE DURING RELOCATION OF WATER LINE FOR CONSTRUCTION OF NEW OFF RAMP FOR CAROUSEL

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was TG 09/28/95: This is additional information about material spilled from the translation of the old spill file: SHEEN ON THE WATER.

Spiller Information

Spiller Name:
Spiller Company: SUN COMPANY,INC.
Spiller Address: TEN PENN CTR. 1801 MARKET
Spiller City: PHILADELPHIA
Spiller State: PA

Spiller Zip: 19103
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 975626
OU: 01
Material ID: 557079
Material Code: 0066A
Material Name: unknown petroleum
CAS No:
Material Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: False

Med Air: False
Med Ind Air: False
Med GW: True
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: PAL MART #6 ERIE BLVD
PAL MART 2509 ERIE BLVD E ONONDAGA NY

NY SPILLS

Spill No: 9013191
Site ID: 110610
DER Facility ID: 96844
CID:
Program Type: ER
SWIS Code: 3442
Contribute Factor: Human Error
Water Body:
Source: Gasoline Station or other PBS Facility
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: True
UST Trust: False
Caller Remark:

Spill Date: 1991-03-27 08:15:00
Rcvd Date: 1990-03-27 00:01:00
CAC Date: 1991-03-27 00:00:00
Insp Date:
Close Date: 1991-03-27 00:00:00
Create Date:
Update Date: 2003-12-02 00:00:00
DEC Region: 7
Lead DEC: HDWARNER
Reported by: Affected Persons
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

CUSTOMER DROVE OFF WITH NOZZLE STILL IN CAR.FIRE DEPT APPLIED SPIDIDRIPAL MART WILL DISPOSE OF PROPERLY.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW 03/27/91: SPILL CONTAINED AND CLEANED UP BY FIRE DEPT. NP FURTHER ACTION IS NECCESARY.

Spiller Information

Spiller Name:
Spiller Company: UNK-CUSTOMER
Spiller Address:
Spiller City:
Spiller State: ZZ

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 953114
OU: 01
Material ID: 426079
Material Code: 0009
Material Name: gasoline
CAS No:

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False

Material Family:	Petroleum	Med Surf:	False
Quantity:	1.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	1.00	Oxygenate:	
Med Soil:	True		

Site: SOIL
RESTORATION WAY AND STATE FAIR BLVD SYRACUSE NY

NY SPILLS

Spill No:	1400756	Spill Date:	2014-04-22 15:31:00
Site ID:	494006	Rcvd Date:	2014-04-22 17:13:00
DER Facility ID:	448940	CAC Date:	
CID:		Insp Date:	
Program Type:	ER	Close Date:	2014-08-22 00:00:00
SWIS Code:	3432	Create Date:	2014-04-22 17:16:00
Contribute Factor:	Equipment Failure	Update Date:	2015-07-22 10:13:07.780000000
Water Body:		DEC Region:	7
Source:	Commercial Vehicle	Lead DEC:	RJBRAZEL
Class:	D4	Reported by:	Other
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	False	Longitude(s):	
UST Trust:	False		
Caller Remark:			

Caller advised aprx 10gal of oil spilled onto soil from a dump truck. Clean up is complete.

DEC Remark:

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	RICCELLI TRUCKING	Spiller Country:	999
Spiller Address:		Contact Name:	DAVID COOLEY
Spiller City:		Contact Phone:	(315) 412-4686
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	1243538	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	2244229	Med GW:	False
Material Code:	0010	Med SW:	False
Material Name:	hydraulic oil	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	10.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:		Oxygenate:	
Med Soil:	True		

Site: SEARS-FAIRMOUNT
RT 5 FAIRMONT FAIR GEDDES NY

NY SPILLS

Spill No:	8908555	Spill Date:	1989-11-29 14:40:00
Site ID:	245617	Rcvd Date:	1989-11-29 15:00:00
DER Facility ID:	201713	CAC Date:	1989-11-29 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1989-11-29 00:00:00
SWIS Code:	3432	Create Date:	1990-01-03 00:00:00
Contribute Factor:	Other	Update Date:	1990-01-12 00:00:00
Water Body:	GEDDES BROOK	DEC Region:	7
Source:	Gasoline Station or other PBS Facility	Lead DEC:	VOLLMER
Class:		Reported by:	Citizen
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga

REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Latitude(s):
Longitude(s):

PVC PIPE RUN FROM GAS STATION BEING CHANGED OVER. PIPE RUNNING FROM BAY AREA DOWN AN EMBANKMENT INTO CREEK. PIPE COVERED WITH ROCKS AND DIRT.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV // : ROOF DRAIN.

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

OP Unit ID: 935883
OU: 01
Material ID: 562209
Material Code: 0066A
Material Name: unknown petroleum
CAS No:
Material Family: Petroleum
Quantity: .00
Units:
Recovered: .00
Med Soil: False
Med Air: False
Med Ind Air: False
Med GW: False
Med SW: True
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: CRUCIBLE SPEACILTY METALS
STATE FAIR BOULEVARD SOLVAY NY

NY SPILLS

Spill No: 0601602
Site ID: 363877
DER Facility ID: 314067
CID: 408
Program Type: ER
SWIS Code: 3432
Contribute Factor: Equipment Failure
Water Body:
Source: Commercial/Industrial
Class: C4
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:
Spill Date: 2006-05-12 09:45:00
Rcvd Date: 2006-05-12 10:03:00
CAC Date:
Insp Date:
Close Date: 2006-05-12 00:00:00
Create Date: 2006-05-12 10:24:00
Update Date: 2006-05-12 14:47:00.077000000
DEC Region: 7
Lead DEC: RJBRAZEL
Reported by: Responsible Party
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

OIL AND WATER MIXTURE, WAS ON THE GROUND IN THE BUILDING, SOME GOT INTO THE STORM SEWER BUT HASN'T DISCHARGED OUT OF THE SEWER. MATERIALS ARE BEING PUT DOWN AND A VAC TRUCK IS IN ROUTE TO CLEAN OUT THE SKIMMERS IN THE STORM SEWER. DUE TO PUMPING OUT OIL FROM ONE OF THE TANK AND SOMETHING HAPPENED WITH THE CONTAINMENT DIKE, AND THAN THEY FOUND THE SPILL

DEC Remark:

EP&S of Vermont is on scene. No oil has been released to the lake. Tanks are being emptied and repairs will be made to the containment area

Spiller Information

Spiller Name: BOB WILLS
Spiller Company: CRUCIBLE SPEACILTY METALS
Spiller Zip:
Spiller Country: 001

Spiller Address: STATE FAIR BOULVARD
Spiller City: SOLVAY
Spiller State: NY

Contact Name: BOB WILLS
Contact Phone: (315) 470-939
Contact Ext:

Material Information

OP Unit ID: 1121932
OU: 01
Material ID: 2111412
Material Code: 0010
Material Name: hydraulic oil
CAS No:
Material Family: Petroleum
Quantity: 680.00
Units: G
Recovered: .00
Med Soil: False

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: True
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: SYRACUSE STATE FAIR
STATE FAIR BL GEDDES NY

NY SPILLS

Spill No: 9914819
Site ID: 60512
DER Facility ID: 59063
CID: 211
Program Type: ER
SWIS Code: 3432
Contribute Factor: Deliberate
Water Body:
Source: Commercial/Industrial
Class: E6
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 2000-03-28 12:00:00
Rcvd Date: 2000-03-31 12:28:00
CAC Date:
Insp Date: 2000-03-31 00:00:00
Close Date: 2000-05-25 00:00:00
Create Date: 2000-03-31 00:00:00
Update Date: 2000-05-25 00:00:00
DEC Region: 7
Lead DEC: CFMANNES
Reported by: DEC
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

2 EMPLOYEES DUMPED PRODUCT ON GROUND - NO CLEAN UP

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM

Spiller Information

Spiller Name:
Spiller Company: UNKNOWN
Spiller Address:
Spiller City:
Spiller State: NY

Spiller Zip:
Spiller Country: 999
Contact Name: KAREN WILLIAMS
Contact Phone: (315) 426-7400
Contact Ext:

Material Information

OP Unit ID: 1092715
OU: 01
Material ID: 293103
Material Code: 0009
Material Name: gasoline
CAS No:
Material Family: Petroleum
Quantity: 50.00
Units: G
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: SYRACUSE FD TRAINING CTR
STATE FAIR BL SYRACUSE NY

NY SPILLS

Spill No:	0301496	Spill Date:	2003-05-10 16:00:00
Site ID:	60511	Rcvd Date:	2003-05-11 21:57:00
DER Facility ID:	278565	CAC Date:	
CID:	211	Insp Date:	
Program Type:	ER	Close Date:	2003-07-23 00:00:00
SWIS Code:	3400	Create Date:	2003-05-11 00:00:00
Contribute Factor:	Other	Update Date:	2003-07-23 00:00:00
Water Body:		DEC Region:	7
Source:	Private Dwelling	Lead DEC:	BFMATTHE
Class:	C3	Reported by:	Fire Department
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	43.083099994
After Hours:	True	Longitude(s):	-76.231940000
UST Trust:	False		
Caller Remark:			

CALLER STATES HE WAS CALLED TO ABOVE ADDRESS TO DISPOSE OF BRO GLASS BOTTLES THAT CONTAINED WATER WITH SOME PARTICLES - HE TESTED SEVERAL WHICH SHOWED ACIDITY - CALLER PUT BOTTLES IN DRUM WHICH ARE NOW AT FD TRAINING FACILITY - CALLER IS REQ ASSISTANCE WITH DISPOSAL

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was BM bottles had obg lables on them and stated they were from the gloversville wwtp. spoke to obg (tom alexander), they will contact the city fd and dispose of properly.

Spiller Information

Spiller Name:	OMER KAVAZICI	Spiller Zip:	
Spiller Company:		Spiller Country:	001
Spiller Address:	630 JAMESVILLE AV	Contact Name:	LT BOYNTON
Spiller City:	SYRACUSE	Contact Phone:	(315) 473-5676
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	869518	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	505990	Med GW:	False
Material Code:	0060A	Med SW:	False
Material Name:	wastewater	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Other	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

Site: POTATO CHIP BUSINESS
STATE FAIR BLVD GEDDES NY

NY SPILLS

Spill No:	9102313	Spill Date:	1991-05-27 12:00:00
Site ID:	164694	Rcvd Date:	1991-05-29 10:40:00
DER Facility ID:	276611	CAC Date:	1991-10-03 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1991-10-03 00:00:00
SWIS Code:	3400	Create Date:	1991-05-30 00:00:00
Contribute Factor:	Unknown	Update Date:	1991-10-03 00:00:00
Water Body:		DEC Region:	7
Source:	Unknown	Lead DEC:	MENASH
Class:		Reported by:	Citizen
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	False	Longitude(s):	

UST Trust: False
Caller Remark:

BACK OF LUMBER YARD OFF 690 NEAR STATE FAIR GROUNDS. CALL JUDY FOR MORE INFORMATION

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN 10/03/91: NO ACTION TAKEN.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	UNKNOWN	Spiller Country:	999
Spiller Address:		Contact Name:	
Spiller City:		Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	956186	Med Air:	True
OU:	01	Med Ind Air:	False
Material ID:	424838	Med GW:	False
Material Code:	0066A	Med SW:	False
Material Name:	unknown petroleum	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:		Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	False		

Site: ROTH STEEL
STATE FAIR BOULEVARD SYRACUSE NY

NY SPILLS

Spill No:	9112187	Spill Date:	1992-02-27 15:00:00
Site ID:	261607	Rcvd Date:	1992-02-27 15:00:00
DER Facility ID:	228880	CAC Date:	1992-02-28 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1992-02-28 00:00:00
SWIS Code:	3415	Create Date:	1992-02-28 00:00:00
Contribute Factor:	Deliberate	Update Date:	1993-03-23 00:00:00
Water Body:	ONONDAGA LAKE	DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	CFMANNES
Class:	C3	Reported by:	Citizen
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	43.083099994
After Hours:	False	Longitude(s):	-76.231940000
UST Trust:	False		
Caller Remark:			

CUTTING CAR CARRIERS(SCRAP) CUTTING HYDRAULIC LINES & DISCHARGING OIL ONTO LAND & INTO DRAINAGE DITCH

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM 02/28/92: MET W/OWNER INSPECTED SITE AIR CYLINDERS ARE BEING CUT OFF CAR CARRIERS BACK ENDS OF TRAILERS ARE SET ASIDE AND DISPOSED OF BY OTHERS NO APPARENT DUMPING OF HYDRAULIC OIL.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	ROTH STEEL	Spiller Country:	001
Spiller Address:	STATE FAIR & HIAWATHA	Contact Name:	
Spiller City:	SYRACUSE	Contact Phone:	
Spiller State:	ZZ	Contact Ext:	

Material Information

OP Unit ID:	965779	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	417168	Med GW:	False
Material Code:	0010	Med SW:	False
Material Name:	hydraulic oil	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:		Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

OP Unit ID:	965779	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	417169	Med GW:	False
Material Code:	0016A	Med SW:	False
Material Name:	non PCB oil	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	5.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

Site: POLE 4
STATE FAIR BOULEVARD SYRACUSE NY

NY SPILLS

Spill No:	0108539	Spill Date:	2001-11-25 10:00:00
Site ID:	261600	Rcvd Date:	2001-11-25 13:25:00
DER Facility ID:	228880	CAC Date:	
CID:	398	Insp Date:	
Program Type:	ER	Close Date:	2001-12-20 00:00:00
SWIS Code:	3415	Create Date:	2001-11-25 00:00:00
Contribute Factor:	Other	Update Date:	2001-12-20 00:00:00
Water Body:		DEC Region:	7
Source:	Institutional, Educational, Gov., Other	Lead DEC:	MENASH
Class:	C5	Reported by:	Responsible Party
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	43.083099994
After Hours:	True	Longitude(s):	-76.231940000
UST Trust:	False		
Caller Remark:			

storm broke top part of pole. no call back requested. spilled into a parking lot. clean up crew in process of being called.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN

Spiller Information

Spiller Name:		Spiller Zip:	13204-
Spiller Company:	NIAGARA MOHAWK	Spiller Country:	001
Spiller Address:	300 ERIE BOULEVARD WEST	Contact Name:	FRANK GRABOWSKI
Spiller City:	SYRACUSE	Contact Phone:	(315) 460-2351
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	845940	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	529785	Med GW:	False
Material Code:	0016A	Med SW:	False

Material Name:	non PCB oil	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	22.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

Site: NATIONAL GRID
STATE FAIR BLVD SYRACUSE NY 13209

NY SPILLS

Spill No:	1215012	Spill Date:	2013-01-25 11:22:00
Site ID:	478289	Rcvd Date:	2013-01-28 11:22:00
DER Facility ID:	433577	CAC Date:	2013-01-25 00:00:00
CID:		Insp Date:	2013-01-28 00:00:00
Program Type:	ER	Close Date:	2013-09-03 00:00:00
SWIS Code:	3432	Create Date:	2013-01-28 11:24:00
Contribute Factor:	Equipment Failure	Update Date:	2013-09-03 12:47:44.087000000
Water Body:	NONE	DEC Region:	7
Source:	Transformer	Lead DEC:	cxrossi
Class:	D3	Reported by:	Other
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	False	Longitude(s):	
UST Trust:	False		
Caller Remark:			

loss to roadway, c/u complete on friday, miscommunication caused delay on notification

DEC Remark:

Spiller Information

Spiller Name:	RICH FOX	Spiller Zip:	999
Spiller Company:	NATIONAL GRID	Spiller Country:	RICH FOX
Spiller Address:	STATE FAIR BLVD	Contact Name:	(315) 546-4011
Spiller City:	SYRACUSE	Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	1228066	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	2225633	Med GW:	False
Material Code:	0020A	Med SW:	False
Material Name:	transformer oil	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	5.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	5.00	Oxygenate:	
Med Soil:	True		

Site: NATIONAL GRID SITE
STATE FAIR BLVD SOLVAY NY

NY SPILLS

Spill No:	1405721	Spill Date:	2014-08-26 14:00:00
Site ID:	499158	Rcvd Date:	2014-08-26 14:59:00
DER Facility ID:	454109	CAC Date:	
CID:		Insp Date:	
Program Type:	ER	Close Date:	2014-08-29 00:00:00
SWIS Code:	3432	Create Date:	2014-08-26 15:02:00
Contribute Factor:	Traffic Accident	Update Date:	2014-08-29 11:38:34.700000000
Water Body:		DEC Region:	7
Source:	Commercial Vehicle	Lead DEC:	SMFITZGE
Class:	D4	Reported by:	Other

Meets Std: False
Penalty:
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

Dump truck making delivery punctured top of tank and spilled onto crushed gravel driveway. Cleanup is underway.

DEC Remark:

Tank punctured on dump truck causing spill to gravel. Contaminated gravel excavated.

Spiller Information

Spiller Name: MIKE RALF
Spiller Company: RICCELLI ENTR
Spiller Address: STATE FAIR BLVD
Spiller City: SOLVAY
Spiller State: NY

Spiller Zip:
Spiller Country: 999
Contact Name: MIKE RALF
Contact Phone: (315) 374-8970
Contact Ext:

Material Information

OP Unit ID: 1248588
OU: 01
Material ID: 2250066
Material Code: 0008
Material Name: diesel
CAS No:
Material Family: Petroleum
Quantity: 1.00
Units: G
Recovered: 1.00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: **ELLIOTT'S TRUCK STOP**
STATE FAIR BOULEVARD SYRACUSE NY

NY SPILLS

Spill No: 8601282
Site ID: 164691
DER Facility ID: 228880
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Equipment Failure
Water Body:
Source: Commercial Vehicle
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
DEC Remark:

Spill Date: 1986-05-23 10:00:00
Rcvd Date: 1986-05-23 12:28:00
CAC Date: 1986-05-23 00:00:00
Insp Date:
Close Date: 1986-05-23 00:00:00
Create Date: 1986-07-03 00:00:00
Update Date: 1990-01-23 00:00:00
DEC Region: 7
Lead DEC: HDWARNER
Reported by: Affected Persons
Referred to:
County: Onondaga
Latitude(s): 43.083099994
Longitude(s): -76.231940000

Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW // : ENV. OIL HIRED TO CLEAN UP APPROX. 3 QUTS OF MOTOR OIL WHICH LEAKED FROM THE MOTOR OF MR. MASSEY'S FREIGHT LINER. 07/23/87: SPILL CLEANED UP . NO FURTHER ACTION.

Caller Remark:

ON PARK LOT-DEC INVEST.&HIRED CLEANUP CONTRACTOR

Spiller Information

Spiller Name:
Spiller Company: CLIFF MASSEY

Spiller Zip:
Spiller Country: 001

Spiller Address: MARINE TRANSPORT INC.
Spiller City: AUGROS
Spiller State: MI

Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 897548
OU: 01
Material ID: 477826
Material Code: 0066A
Material Name: unknown petroleum
CAS No:
Material Family: Petroleum
Quantity: 1.00
Units: G
Recovered: 1.00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

OP Unit ID: 897548
OU: 01
Material ID: 477825
Material Code: 0015
Material Name: motor oil
CAS No:
Material Family: Petroleum
Quantity: .00
Units:
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: NYS FAIRGROUNDS
STATE FAIR BOULEVARD SYRACUSE NY

NY SPILLS

Spill No: 9905995
Site ID: 261611
DER Facility ID: 228880
CID: 205
Program Type: ER
SWIS Code: 3415
Contribute Factor: Equipment Failure
Water Body:
Source: Commercial Vehicle
Class: C5
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: True
UST Trust: False
Caller Remark:

Spill Date: 1999-08-19 07:40:00
Rcvd Date: 1999-08-19 07:56:00
CAC Date:
Insp Date:
Close Date: 2000-02-15 00:00:00
Create Date: 1999-08-19 00:00:00
Update Date: 2000-02-15 00:00:00
DEC Region: 7
Lead DEC: MENASH
Reported by: Responsible Party
Referred to:
County: Onondaga
Latitude(s): 43.083099994
Longitude(s): -76.231940000

TRUCK BROKE HYDRALIC LINE. CLEANUP STARTED.(UNIT311)

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN

Spiller Information

Spiller Name: CALLER
Spiller Company: CAPITAL ENVIRONMENTAL
Spiller Address: 3496 COURT ST RD
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip: 13206-001
Spiller Country:
Contact Name: CALLER
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 1084444

Med Air: False

OU: 01
Material ID: 302270
Material Code: 0010
Material Name: hydraulic oil
CAS No:
Material Family: Petroleum
Quantity: 2.00
Units: G
Recovered: .00
Med Soil: True

Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: DON ELLIOTT'S
STATE FAIR BOULEVARD SYRACUSE NY

NY SPILLS

Spill No: 9504184
Site ID: 261609
DER Facility ID: 228880
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Deliberate
Water Body:
Source: Commercial Vehicle
Class: C4
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 1995-07-07 09:00:00
Rcvd Date: 1995-07-07 11:13:00
CAC Date: 1995-07-12 00:00:00
Insp Date:
Close Date: 1995-07-12 00:00:00
Create Date:
Update Date: 2003-12-02 00:00:00
DEC Region: 7
Lead DEC: MENASH
Reported by: Other
Referred to:
County: Onondaga
Latitude(s): 43.083099994
Longitude(s): -76.231940000

CONTRACTOR CLEANED UP AND CALLED IT IN.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN

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

OP Unit ID: 1018650
OU: 01
Material ID: 365683
Material Code: 0008
Material Name: diesel
CAS No:
Material Family: Petroleum
Quantity: 50.00
Units: G
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: DON ELLIOT TRUCK STOP
STATE FAIR BOULEVARD SYRACUSE NY

NY SPILLS

Spill No: 9703571
Site ID: 281929
DER Facility ID: 228880
CID: 999
Program Type: ER

Spill Date: 1997-06-23 06:00:00
Rcvd Date: 1997-06-23 10:50:00
CAC Date:
Insp Date:
Close Date: 1997-06-24 00:00:00

SWIS Code:	3415	Create Date:	1997-06-23 00:00:00
Contribute Factor:	Human Error	Update Date:	1997-06-23 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial Vehicle	Lead DEC:	ROMOCKI
Class:	C4	Reported by:	Other
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	43.083099994
After Hours:	False	Longitude(s):	-76.231940000
UST Trust:	False		
Caller Remark:			

SADDLE TANKS LEAKING. SPILL TO PAVEMENT. CLEANUP UNDERWAY.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MR 06/23/97: INSPECTED SITE.OBSERVED EXCAVATED AREA WITH BIO-SOLVE APPLICATION.

Spiller Information

Spiller Name:	MIKE MCLAUGHLIN	Spiller Zip:	001
Spiller Company:	TRANSTAR TRUCKING	Spiller Country:	
Spiller Address:		Contact Name:	
Spiller City:		Contact Phone:	
Spiller State:	ZZ	Contact Ext:	

Site: DON ELLIOTS TRUCK STOP
STATE FAIR BOULEVARD SYRACUSE NY

NY SPILLS

Spill No:	8800466	Spill Date:	1988-04-13 12:00:00
Site ID:	164693	Rcvd Date:	1988-04-13 15:00:00
DER Facility ID:	228880	CAC Date:	1990-08-03 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1990-08-03 00:00:00
SWIS Code:	3415	Create Date:	1988-04-21 00:00:00
Contribute Factor:	Equipment Failure	Update Date:	1990-08-03 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	ROMOCKI
Class:		Reported by:	Citizen
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	43.083099994
After Hours:	False	Longitude(s):	-76.231940000
UST Trust:	False		
Caller Remark:			

HEAVY TAR LIKE SUBSTANCE ON GROUND AROUND OLD TANKS AT REAR OF FACILITY.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MR 11/22/88: NO ACTION. 08/03/90: MATERIAL WAS SAMPLED & ANALYZED BY UPSTATE LAB. NO PCB. NO TOXIC METALS NO HALOGENATED SOLVENTS.

Spiller Information

Spiller Name:	DON ELLIOT	Spiller Zip:	13204
Spiller Company:	DON ELLIOT	Spiller Country:	001
Spiller Address:	512 STATE FAIR BLVD.	Contact Name:	
Spiller City:	SYRACUSE	Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	916093	Med Air:	False
OU:	01	Med Ind Air:	False

Material ID: 459650
Material Code: 0066A
Material Name: unknown petroleum
CAS No:
Material Family: Petroleum
Quantity: 100.00
Units: G
Recovered: .00
Med Soil: True

Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: **CRUCIBLE SPECIALITY**
STATE FAIR BLVD SOLVAY NY

NY SPILLS

Spill No: 9004618
Site ID: 261605
DER Facility ID: 274544
CID:
Program Type: ER
SWIS Code: 3400
Contribute Factor: Human Error
Water Body:
Source: Commercial/Industrial
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 1990-01-12 00:01:00
Rcvd Date: 1990-07-25 11:00:00
CAC Date: 1990-07-26 00:00:00
Insp Date:
Close Date: 1990-07-26 00:00:00
Create Date: 1990-08-02 00:00:00
Update Date: 1993-04-14 00:00:00
DEC Region: 7
Lead DEC: GREGG
Reported by: Citizen
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

SITE VISIT NO SPILL FOUND. CLOSED

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was TG

Spiller Information

Spiller Name:
Spiller Company: CRUCIBLE SPECIAL STEEL
Spiller Address:
Spiller City:
Spiller State: ZZ

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 944985
OU: 01
Material ID: 435707
Material Code: 0022
Material Name: waste oil/used oil
CAS No:
Material Family: Petroleum
Quantity: 50.00
Units: G
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

OP Unit ID: 944985
OU: 01
Material ID: 435706
Material Code: 0010
Material Name: hydraulic oil
CAS No:
Material Family: Petroleum
Quantity: .00
Units:
Recovered: .00

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Med Soil: True

Site: CRUCIBLE STEEL
STATE FAIR BOULEVARD SYRACUSE NY

NY SPILLS

Spill No:	9112112	Spill Date:	1992-02-26 09:30:00
Site ID:	281928	Rcvd Date:	1992-02-26 10:40:00
DER Facility ID:	228880	CAC Date:	1993-01-12 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1993-01-12 00:00:00
SWIS Code:	3415	Create Date:	1992-04-08 00:00:00
Contribute Factor:	Equipment Failure	Update Date:	1993-04-14 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	MENASH
Class:	C4	Reported by:	Responsible Party
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	43.083099994
After Hours:	False	Longitude(s):	-76.231940000
UST Trust:	False		
Caller Remark:			

OVERFLOW OF CONTAINER. ABSORBANTS PADS AND SPEEDI DRY USED. WILL DISPOSE OF MATERIAL.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	CRUCIBLE STEEL	Spiller Country:	001
Spiller Address:	STATE FAIR BLVD	Contact Name:	
Spiller City:	SYRACUSE	Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	962293	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	417097	Med GW:	False
Material Code:	0022	Med SW:	False
Material Name:	waste oil/used oil	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	1.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

OP Unit ID:	962293	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	417098	Med GW:	False
Material Code:	1552A	Med SW:	False
Material Name:	quenching oil	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:		Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

Site: CRUCIBLE STEEL
STATE FAIR BOULEVARD SYRACUSE NY 13209

NY SPILLS

Spill No:	0604061	Spill Date:	2006-07-12 12:00:00
Site ID:	366943	Rcvd Date:	2006-07-12 16:28:00

DER Facility ID: 316976
CID: 409
Program Type: ER
SWIS Code: 3432
Contribute Factor: Unknown
Water Body:
Source: Unknown
Class: D3
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

CAC Date: 2006-07-13 00:00:00
Insp Date: 2006-07-12 00:00:00
Close Date: 2006-07-13 00:00:00
Create Date: 2006-07-12 16:49:00
Update Date: 2006-07-13 10:42:42.090000000
DEC Region: 7
Lead DEC: KCKemp
Reported by: Local Agency
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

THERE IS A SHEEN ON THE GROUNDWATER AND THEY ARE PUMPING IT OUT.

DEC Remark:

Sheen noted on water flowing up out of verizon fiberoptic phone line manhole cover on shoulder of State Fair Boulevard near Crucible Steel Shipping gate during heavy rain and flooding event. No sheen noted coming from Crucible. Unknown where next manhole is. Verizon contacted EP&S to pump out manhole once flow stopped. 1 length of 5 boom placed to capture sheen off water flowing from manhole.

Spiller Information

Spiller Name: UNKNOWN
Spiller Company: Unknown
Spiller Address: UNKNOWN
Spiller City: UNKNOWN
Spiller State: NY

Spiller Zip:
Spiller Country: 999
Contact Name: BOB WELLS
Contact Phone: (315) 470-9369
Contact Ext:

Material Information

OP Unit ID: 1124869
OU: 01
Material ID: 2114373
Material Code: 0066A
Material Name: unknown petroleum
CAS No:
Material Family: Petroleum
Quantity:
Units: G
Recovered: .00
Med Soil: False

Med Air: False
Med Ind Air: False
Med GW: True
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: STATE FAIR BLVD
 STATE FAIR BOULEVARD SYRACUSE NY

NY SPILLS

Spill No: 9204418
Site ID: 164696
DER Facility ID: 228880
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Abandoned Drums
Water Body:
Source: Unknown
Class: D1
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 1992-07-17 07:00:00
Rcvd Date: 1992-07-17 10:14:00
CAC Date: 1992-07-20 00:00:00
Insp Date:
Close Date: 1993-04-26 00:00:00
Create Date: 1992-07-17 00:00:00
Update Date: 1993-11-03 00:00:00
DEC Region: 7
Lead DEC: RJBRAZEL
Reported by: Fire Department
Referred to:
County: Onondaga
Latitude(s): 43.083099994
Longitude(s): -76.231940000

TWO 55 GALLON DRUMS OF GAS WERE FOUND IN PARKING LOT OF SYRACUSE FIRE TRAINING SCHOOL

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was RB

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	UNKNOWN	Spiller Country:	999
Spiller Address:		Contact Name:	
Spiller City:		Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	971807	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	412143	Med GW:	False
Material Code:	0066A	Med SW:	False
Material Name:	unknown petroleum	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

Site: STATE FAIR BLVD
STATE FAIR BLVD GEDDES NY

NY SPILLS

Spill No:	9004204	Spill Date:	1990-07-16 16:10:00
Site ID:	261604	Rcvd Date:	1990-07-16 16:10:00
DER Facility ID:	276611	CAC Date:	1990-07-16 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1990-07-16 00:00:00
SWIS Code:	3400	Create Date:	1990-08-13 00:00:00
Contribute Factor:	Unknown	Update Date:	1991-03-21 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial Vehicle	Lead DEC:	MENASH
Class:		Reported by:	Fire Department
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	False	Longitude(s):	
UST Trust:	False		
Caller Remark:			

SPILL REPORTED ON 690 E ON RAMP, STATE FAIR BLVD. INSPECTION OF RAMP AND AREA ADJACENT FAILED TO PRODUCE EVIDENCE OF SPILL.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	UNKNOWN	Spiller Country:	999
Spiller Address:		Contact Name:	
Spiller City:		Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	944403	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	435304	Med GW:	False

Material Code: 0001A
Material Name: #2 fuel oil
CAS No:
Material Family: Petroleum
Quantity: 40.00
Units: G
Recovered: .00
Med Soil: True

Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: STATE FAIR BLVD DRUM
STATE FAIR BOULEVARD SYRACUSE NY

NY SPILLS

Spill No: 9100904
Site ID: 261606
DER Facility ID: 228880
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Abandoned Drums
Water Body:
Source: Commercial/Industrial
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 1991-04-23 12:00:00
Rcvd Date: 1991-04-23 15:15:00
CAC Date: 1992-01-03 00:00:00
Insp Date:
Close Date: 1992-01-03 00:00:00
Create Date: 1991-04-26 00:00:00
Update Date: 1994-03-28 00:00:00
DEC Region: 7
Lead DEC: MENASH
Reported by: Citizen
Referred to:
County: Onondaga
Latitude(s): 43.083099994
Longitude(s): -76.231940000

4 ABANDONED DRUMS FOUND LEAKING. VICINITY OF BUTLER FENCE AT THE END OF THEIR FENCED IN LOT. PROVISIONAL EPA # NYP000901983

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN 05/02/91: EPS CONTRACTED FOR CLEAN UP. EMERGENCY EPA NUMBER TO BE ISSUED. 05/13/91: EPS NOTIFIED US THAT ABANDONED DRUMS FOUND NEXT TO BUTLER FENCE WERESIMILIAR TO ONES SAMPLED BY GREG DILLINGHAM FOR BUTLER LAST YEAR. NOTIFIED JIM MASUICCA TO INVESTIGATE. 10/03/91: EPS NOTIFIED US THAT ABANDONED DRUMS FOUND NEXT TO BUTLER FENCE WERESIMILIAR TO ONES SAMPLED BY GREG DILLINGHAM FOR BUTLER LAST YEAR. NOTIFIED JIM MASUICCA TO INVESTIGATE. PENDING ADMIN FINES. 09/28/95: This is additional information about material spilled from the translation of the old spill file: 4 55-GAL DRUMS.

Spiller Information

Spiller Name:
Spiller Company: BUTLER FENCE
Spiller Address: STATE FAIR BLVD
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 952194
OU: 01
Material ID: 427069
Material Code: 0066A
Material Name: unknown petroleum
CAS No:
Material Family: Petroleum
Quantity: .00
Units:
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: A&T HAULERS
STATE FAIR BOULEVARD SYRACUSE NY

NY SPILLS

Spill No: 8804092

Spill Date: 1988-08-08 12:00:00

Site ID:	261603	Rcvd Date:	1988-08-09 13:50:00
DER Facility ID:	228880	CAC Date:	1988-09-28 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1988-09-28 00:00:00
SWIS Code:	3415	Create Date:	1988-08-11 00:00:00
Contribute Factor:	Deliberate	Update Date:	1988-10-05 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	AJMARSCH
Class:		Reported by:	Citizen
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	43.083099994
After Hours:	False	Longitude(s):	-76.231940000
UST Trust:	False		
Caller Remark:			

DUMPED DUMPSTER WITH OIL. 20-30 FOOT AREA SATURATED WITH OIL.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was JM 09/01/88: ACE HAULERS HIRED DOMERMUTH TO CLEAN UP THE SPILL.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	A&T HAULERS	Spiller Country:	001
Spiller Address:		Contact Name:	
Spiller City:		Contact Phone:	
Spiller State:	ZZ	Contact Ext:	

Material Information

OP Unit ID:	921261	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	459612	Med GW:	False
Material Code:	0066A	Med SW:	False
Material Name:	unknown petroleum	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:		Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

Site: STATE FAIR BLVD.
STATE FAIR BOULEVARD SYRACUSE NY

NY SPILLS

Spill No:	9413144	Spill Date:	1994-09-12 10:30:00
Site ID:	164698	Rcvd Date:	1994-09-12 10:45:00
DER Facility ID:	228880	CAC Date:	1995-01-16 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1995-01-16 00:00:00
SWIS Code:	3415	Create Date:	1995-01-03 00:00:00
Contribute Factor:	Abandoned Drums	Update Date:	1995-01-25 00:00:00
Water Body:		DEC Region:	7
Source:	Unknown	Lead DEC:	RJBRAZEL
Class:	C1	Reported by:	Citizen
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	43.083099994
After Hours:	False	Longitude(s):	-76.231940000
UST Trust:	False		
Caller Remark:			

CALLER WOULD NOT LEAVE NAME, SAW DRUMS ON SIDE OF ROAD. ACTION TECHNICAL HIRED TO DISPOSE OF DRUMS.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was RB

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	UNKNOWN	Spiller Country:	999
Spiller Address:		Contact Name:	
Spiller City:		Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	1006763	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	375421	Med GW:	False
Material Code:	0066A	Med SW:	False
Material Name:	unknown petroleum	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

Site: STATE FAIR BLVD.
STATE FAIR BLVD GEDDES NY

NY SPILLS

Spill No:	9313868	Spill Date:	1994-02-21 07:25:00
Site ID:	164697	Rcvd Date:	1994-02-21 08:45:00
DER Facility ID:	276611	CAC Date:	1994-02-28 00:00:00
CID:		Insp Date:	1994-02-21 00:00:00
Program Type:	ER	Close Date:	1994-02-28 00:00:00
SWIS Code:	3400	Create Date:	
Contribute Factor:	Traffic Accident	Update Date:	2003-12-02 00:00:00
Water Body:		DEC Region:	7
Source:	Institutional, Educational, Gov., Other	Lead DEC:	GREGG
Class:	C3	Reported by:	Fire Department
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	True	Longitude(s):	
UST Trust:	False		
Caller Remark:			

CAR HIT POLE CAUSING TRANSFORMER TO HIT GROUND AND BREAK. ALLWASH CLEANED UP.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was TG

Spiller Information

Spiller Name:		Spiller Zip:	13209
Spiller Company:	DANIEL J. TRYTEK JR.	Spiller Country:	001
Spiller Address:	115 GETTMAN RD.	Contact Name:	
Spiller City:	SYRACUSE	Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	995902	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	561626	Med GW:	False
Material Code:	0016A	Med SW:	False
Material Name:	non PCB oil	Med DW:	False

CAS No:
Material Family: Petroleum
Quantity: 20.00
Units: G
Recovered: 19.00
Med Soil: True

Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: **CITGO**
STATE FAIR BLVD SYRACUSE NY

NY SPILLS

Spill No: 0904148
Site ID: 416292
DER Facility ID: 365366
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Equipment Failure
Water Body:
Source: Commercial Vehicle
Class: C3
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 2009-07-09 13:30:00
Rcvd Date: 2009-07-09 13:37:00
CAC Date:
Insp Date:
Close Date: 2009-07-10 00:00:00
Create Date: 2009-07-09 13:39:00
Update Date: 2009-07-10 10:38:42.137000000
DEC Region: 7
Lead DEC: MJROMOCK
Reported by: Other
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

LINE BREAK ON A TRUCK ABOUT 6 GALLON OF OIL SPILLED TO PAVEMENT CLEAN UP IS IN PROGRESS.

DEC Remark:

07/09/09 - Cleanup in progress. Inspected site. Mechanic indicated that the entire oil reservoir had drained. Leak was caused by damaged oil system as driver hit a concrete post. Manager of Citgo station also inspected site while NYSDEC was inspecting.

Spiller Information

Spiller Name: MIKE SVEGL
Spiller Company: FEHER RUBBISH REMOVAL
Spiller Address: 526 STATE FAIR BLVD
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip:
Spiller Country: 999
Contact Name: MIKE SVEGL
Contact Phone: (315) 422-0715
Contact Ext:

Material Information

OP Unit ID: 1172605
OU: 01
Material ID: 2164473
Material Code: 0010
Material Name: hydraulic oil
CAS No:
Material Family: Petroleum
Quantity: 40.00
Units: G
Recovered: 35.00
Med Soil: False

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: True
Med Subway: False
Med Utility: False
Oxygenate:

Site: **CANNON TRUCK CENTER**
STATE FAIR BOULEVARD SYRACUSE NY

NY SPILLS

Spill No: 0202696
Site ID: 261601
DER Facility ID: 228880
CID: 257
Program Type: ER
SWIS Code: 3415
Contribute Factor: Equipment Failure
Water Body:

Spill Date: 2002-06-13 10:00:00
Rcvd Date: 2002-06-13 10:33:00
CAC Date:
Insp Date:
Close Date: 2002-06-13 00:00:00
Create Date: 2002-06-13 00:00:00
Update Date: 2002-06-13 00:00:00
DEC Region: 7

Source: Commercial Vehicle
Class: C3
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Lead DEC: MENASH
Reported by: Other
Referred to:
County: Onondaga
Latitude(s): 43.083099994
Longitude(s): -76.231940000

caller was hired to do cleanup - no further info at this time

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN

Spiller Information

Spiller Name:
Spiller Company: UNKNOWN TRUCKER
Spiller Address:
Spiller City:
Spiller State: NY

Spiller Zip:
Spiller Country: 999
Contact Name: TOM CANNON
Contact Phone: (315) 474-2222
Contact Ext:

Material Information

OP Unit ID: 853527
OU: 01
Material ID: 520539
Material Code: 0008
Material Name: diesel
CAS No:
Material Family: Petroleum
Quantity: 75.00
Units: G
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: BEHIND DEJOHNS AUTO BODY
STATE FAIR BLVD GEDDES NY

NY SPILLS

Spill No: 9611326
Site ID: 261610
DER Facility ID: 276611
CID: 196
Program Type: ER
SWIS Code: 3400
Contribute Factor: Abandoned Drums
Water Body:
Source: Unknown
Class: D6
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 1996-12-12 11:00:00
Rcvd Date: 1996-12-12 11:15:00
CAC Date:
Insp Date: 1996-12-30 00:00:00
Close Date: 1996-01-02 00:00:00
Create Date: 1996-12-13 00:00:00
Update Date: 1996-12-30 00:00:00
DEC Region: 7
Lead DEC: CFMANNES
Reported by: Citizen
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

ABANDONED DRUMS SEEN IN DITCH BETWEEN SUN PIPELINE AND MOBIL PIPELINW, CALLER WAS DOING SITE ASSESSMENT.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM MET FRANK POPE OF POPE'S GROVE GOLF COURSE. HE SHOWED ME 2 DRUMS ON THE WEST SIDE DRUMS WERE EMPTY. OBSERVED 1 DRUM BEHIND DEJOHN'S. DRUM END IS RUSTED STRAIGHT THROUGH. NO FURTHER ACTION.

Spiller Information

Spiller Name:
Spiller Company: UNKNOWN
Spiller Address:
Spiller City:
Spiller State: NY

Spiller Zip: 999
Spiller Country: S MCCULLOCH
Contact Name: (607) 836-4400
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 1042779
OU: 01
Material ID: 343522
Material Code: 0064A
Material Name: unknown material
CAS No:
Material Family: Other
Quantity: .00
Units: G
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: FAIR GROUNDS TRANSFORMER
STATE FAIR GROUNDS SYRACUSE NY

NY SPILLS

Spill No: 8905276
Site ID: 145404
DER Facility ID: 123907
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Equipment Failure
Water Body:
Source: Institutional, Educational, Gov., Other
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: True
UST Trust: False
Caller Remark:

Spill Date: 1989-08-28 19:47:00
Rcvd Date: 1989-08-28 20:47:00
CAC Date: 1989-09-27 00:00:00
Insp Date:
Close Date: 1989-09-27 00:00:00
Create Date: 1989-09-17 00:00:00
Update Date: 1996-08-13 00:00:00
DEC Region: 7
Lead DEC: GREGG
Reported by: Police Department
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

TRANSFORMER CAUGHT FIRE. PCB SPILL. TEST SHOWED >500 PPM PCB. ENVIRONMENTAL OIL TO CLEAN UP.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was TG 11/15/89: CONTAMINATED SOIL WAS EXCAVATED TO NON-HAZARDOUS LEVELS, POLE WAS CLEANED & TRAILERS ALSO. 1 TENT WAS DISPOSED OF.

Spiller Information

Spiller Name:
Spiller Company: NYS FAIR
Spiller Address: FAIR GROUNDS
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip: 13209
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 930520
OU: 01
Material ID: 445714
Material Code: 0017A
Material Name: PCB oil
CAS No:
Material Family: Petroleum
Quantity: .00
Units: L

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False

Recovered: .00
Med Soil: True

Oxygenate:

Site: FANTASY PHOTOS
STATE FAIR GROCERY SOLVAY NY

NY SPILLS

Spill No:	9006068	Spill Date:	1990-08-24 13:55:00
Site ID:	261122	Rcvd Date:	1990-09-01 12:24:00
DER Facility ID:	213237	CAC Date:	1990-09-01 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1990-09-01 00:00:00
SWIS Code:	3400	Create Date:	1990-09-17 00:00:00
Contribute Factor:	Deliberate	Update Date:	1991-03-20 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	MENASH
Class:		Reported by:	Citizen
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	True	Longitude(s):	
UST Trust:	False		
DEC Remark:			

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN

Caller Remark:

EMPLOYEE OF FANTASY PHOTO OBSERVED SPILLING WASTES IN BACK OF BLDG. NOTIFIED STATE FAIR MNGMT. MET WITH MGR. OF PHOTO CONSESSION. HE RESPONDED THAT HE DUMPED WATER FROM A HOSE THAT BROUGHT WATER.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	FANTASY PHOTOS	Spiller Country:	001
Spiller Address:		Contact Name:	
Spiller City:		Contact Phone:	
Spiller State:	ZZ	Contact Ext:	

Material Information

OP Unit ID:	943583	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	433547	Med GW:	False
Material Code:	0066A	Med SW:	False
Material Name:	unknown petroleum	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	5.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

Site: SAFTEY KLEEN DUKE DR OIL
TERMINAL DUKE RD SYRACUSE NY

NY SPILLS

Spill No:	9606880	Spill Date:	1996-08-29 10:15:00
Site ID:	81953	Rcvd Date:	1996-08-29 10:15:00
DER Facility ID:	75675	CAC Date:	
CID:	270	Insp Date:	
Program Type:	ER	Close Date:	2002-08-06 00:00:00
SWIS Code:	3415	Create Date:	1996-08-29 00:00:00
Contribute Factor:	Unknown	Update Date:	2002-08-06 00:00:00
Water Body:		DEC Region:	7
Source:	Unknown	Lead DEC:	CFMANNES
Class:	C3	Reported by:	Responsible Party
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga

REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Latitude(s):
Longitude(s):

facility was being demolished formerly a waste oil stopragw tank farm. heavily contaminated soil found below tanks also dug up a drum

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM NO REPORT SUBMITTED

Spiller Information

Spiller Name: STEVE FLEMING
Spiller Company: SAFTEY KLEEN DUKE DR OIL
Spiller Address: TERMINAL DUKE RD
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 001
Contact Name: STEVE FLEMING
Contact Phone: (513) 860-1507
Contact Ext:

Material Information

OP Unit ID: 1034688
OU: 01
Material ID: 346150
Material Code: 0066A
Material Name: unknown petroleum
CAS No:
Material Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: True
Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: STRATHMORE PAINTS
WEST FAYETTE SYRACUSE NY

NY SPILLS

Spill No: 0908410
Site ID: 421010
DER Facility ID: 370020
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Unknown
Water Body:
Source: Unknown
Class: C4
Meets Std: False
Penalty:
REM Phase: 0
After Hours: True
UST Trust: False
Caller Remark:
Spill Date: 2009-10-27 08:39:00
Rcvd Date: 2009-10-27 07:01:00
CAC Date:
Insp Date:
Close Date: 2009-10-27 00:00:00
Create Date: 2009-10-27 08:41:00
Update Date: 2009-10-27 08:50:33.127000000
DEC Region: 7
Lead DEC: MJROMOCK
Reported by: Other
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

WHITE LIQUID FOAM COMING OUT OF THE BLDG INTO THE SEWER.

DEC Remark:

Referred to NYSDEC Division of Water Quality.

Spiller Information

Spiller Name: ANONYMOUS
Spiller Company: STRATHMORE PAINTS
Spiller Address: WEST FAYETTE
Spiller City: SYRACUSE
Spiller State: NY
Spiller Zip:
Spiller Country: 999
Contact Name: ANONYMOUS
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 1176944
OU: 01
Material ID: 2169655
Material Code: 9999
Material Name: other - WHITE LIQUID
CAS No:
Material Family: Other
Quantity:
Units: G
Recovered:
Med Soil: False

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: True
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: POLE 46-1
WEST FAYETTE ST SYRACUSE NY

NY SPILLS

Spill No: 0306281
Site ID: 152425
DER Facility ID: 129391
CID: 216
Program Type: ER
SWIS Code: 3415
Contribute Factor: Traffic Accident
Water Body:
Source: Passenger Vehicle
Class: C1
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: True
UST Trust: False
Caller Remark:

Spill Date: 2003-09-14 08:20:00
Rcvd Date: 2003-09-14 08:36:00
CAC Date:
Insp Date:
Close Date: 2003-09-15 00:00:00
Create Date: 2003-09-14 00:00:00
Update Date: 2003-09-15 00:00:00
DEC Region: 7
Lead DEC: MENASH
Reported by: Responsible Party
Referred to:
County: Onondaga
Latitude(s): 43.041039994
Longitude(s): -76.146450000

JEEP HIT A POLE FLUID ON GROUND CLEAN UP CREW ON THE WAY

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN

Spiller Information

Spiller Name: CALLER
Spiller Company: NIMO
Spiller Address: BROADWAY
Spiller City: ALBANY
Spiller State: NY

Spiller Zip: -
Spiller Country: 001
Contact Name: JOHN MCCOY
Contact Phone: (315) 460-2421
Contact Ext:

Material Information

OP Unit ID: 872863
OU: 01
Material ID: 503518
Material Code: 0020A
Material Name: transformer oil
CAS No:
Material Family: Petroleum
Quantity: 10.00
Units: G
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: STORM SEWER PROJECT
WEST HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No:	1504925	Spill Date:	2015-08-06 13:00:00
Site ID:	511280	Rcvd Date:	2015-08-06 14:59:00
DER Facility ID:	465833	CAC Date:	
CID:		Insp Date:	
Program Type:	ER	Close Date:	2015-10-30 00:00:00
SWIS Code:	3415	Create Date:	2015-08-06 15:01:00
Contribute Factor:	Unknown	Update Date:	2015-10-30 11:32:46.650000000
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	KACAHILL
Class:	D4	Reported by:	Other
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	False	Longitude(s):	
UST Trust:	False		
Caller Remark:			

BLACK SMELLY STUFF FOUND DURING EXCAVATION. CLEAN UP PENDING.

DEC Remark:

08/06/15 SMF spoke to B&L - Greg Miller. Greg indicated that they are installing new storm drain line for the City and observed petroleum impacts along an approximate 100 length of new drain. This area is located adjacent to former Roth Steel site. Groundwater encountered at approx. 4 feet below grade. The contractor, CCI, has hired Abscope to submitted a plan to address the contaminated groundwater and soil. B&L performing design and construction oversight for project. 08/11/15 KAP & SMF onsite 0745 hours. Sandy Lewis and Bob Gressler onsite for B&L. Crew working at MH-105, located approximately 300 feet east of Spencer Street. Old structure and impacted soil had been removed and placed in soil staging area. Impacted groundwater was being pumped into 550-gal poly tote. Due to heavy rainfall, work was halted in this location for the day. 08/12/15 KAP onsite 0945 hours. Job was shut down due to 2 gas lateral rupture. City Engineer, Russell Houck, onsite. Briefly discussed soil and groundwater impacts with him and explained relationship to the Roth site. Left site and returned at approximately 1430 hours. Gas line repaired and crew was installing last section of 75-foot run of pipe connecting MH-105 and MH-104, located to the west. Trench spoils placed in soil staging area. No impacted groundwater was pumped from trench. Slight sheen on water closer to MH-104. Staining apparent in fill along boulevard. PID readings were all below 10 on soil. 08/13/15 CCI completed installation of pipe run and MH-104. Per Sandy Lewis, petroleum impacts were observed in soil in last pipe run section and in MH excavation. Spoils from these excavations were placed in soil staging area (no groundwater was containerized due to lower groundwater infiltration rate). Next phase of project not expected to begin until after State Fair. Three additional drainage structures to be installed along Roth property line (see decdocs). Spill to remain open until all excavation work complete. 09/23/15 Received voice message from R. Gressel, B&L, indicating that the final drainage structure side-gradient of former Roth Steel property line has been installed with no evidence of petroleum impacts. Emailed request for soil waste characterization analytical results and status of soil staged onsite. 09/23/15 Received email response from B&L indicating soil was still stockpiled onsite and that Abscope was making arrangements for disposal to Seneca Meadows. 10/26/15 Received waste characterization analytical results and waste manifests for soil and remaining wastewater. Spill closed.

Spiller Information

Spiller Name:	RUSSELL HOUCK	Spiller Zip:	999
Spiller Company:	CITY OF SYRACUSE	Spiller Country:	
Spiller Address:		Contact Name:	ROBERT GRESSEL
Spiller City:	SYRACUSE	Contact Phone:	3152635270
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	1260543	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	2263942	Med GW:	True
Material Code:	0066A	Med SW:	False
Material Name:	unknown petroleum	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:		Med Subway:	False
Units:		Med Utility:	False
Recovered:		Oxygenate:	
Med Soil:	True		

Site: HONEYWELL SITE - ONONDAGA LAKE
ACCESS ROAD OF STATE FAIR BLVD SYRACUSE NY

[NY SPILLS](#)

Spill No:	1302946	Spill Date:	2013-06-18 11:45:00
Site ID:	483400	Rcvd Date:	2013-06-18 11:56:00
DER Facility ID:	438611	CAC Date:	

CID:
Program Type: ER
SWIS Code: 3432
Contribute Factor: Equipment Failure
Water Body:
Source: Commercial Vehicle
Class: D3
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Insp Date:
Close Date: 2013-08-21 00:00:00
Create Date: 2013-06-18 12:00:00
Update Date: 2013-08-21 08:43:38.483000000
DEC Region: 7
Lead DEC: RJBRAZEL
Reported by: Responsible Party
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

Spilled from truck onto soil. Cleanup is in progress.

DEC Remark:

Spiller Information

Spiller Name: SEAN BENN
Spiller Company: OBRIEN & GERE
Spiller Address: ONONDAGA LAKE
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip:
Spiller Country: 999
Contact Name: SEAN BENN
Contact Phone: (315) 396-9120
Contact Ext:

Material Information

OP Unit ID: 1233115
OU: 01
Material ID: 2231988
Material Code: 0010
Material Name: hydraulic oil
CAS No:
Material Family: Petroleum
Quantity: .25
Units: G
Recovered:
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: **DON ELLIOTS**
D. ELLIOTS STATE FAIR BLVD SYRACUSE NY

NY SPILLS

Spill No: 9100646
Site ID: 307755
DER Facility ID: 248547
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Equipment Failure
Water Body:
Source: Commercial Vehicle
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: True
UST Trust: False
Caller Remark:

Spill Date: 1991-04-17 06:00:00
Rcvd Date: 1991-04-17 08:00:00
CAC Date: 1991-04-17 00:00:00
Insp Date:
Close Date: 1991-06-19 00:00:00
Create Date: 1991-04-17 00:00:00
Update Date: 1995-03-09 00:00:00
DEC Region: 7
Lead DEC: HDWARNER
Reported by: Other
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

FUEL LINE ON TRACTOR TRAILOR SADDLE TANK LEAKING. TRUCK LEFT ELLIOTS BEFORE NOTICING LEAK UPON NOTICING LEAK DRIVER CIRCLED BACK TO ELLIOTS

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW 04/16/91: CONTACTED RALPH HAMILTON OF CARTAGE TRUCKING REQUESTED REMOVAL OF FREE PRODUCT PUDDLES. MR HAMILTON CONTACTED ALLWASH TO APPLY ABSORBANTS. 06/19/91: CARTAGE TRUCKING HIRED OBG TECH SERVICES TO APPLY ABSORBANTS TO SPILL. CLEAN UP COMPLETE.

Spiller Information

Spiller Name:
Spiller Company: B&W CARTAGE
Spiller Address: P.O.BOX 429
Spiller City: ROOSEVELTOWN
Spiller State: NY

Spiller Zip: 13683
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 954177
OU: 01
Material ID: 426834
Material Code: 0008
Material Name: diesel
CAS No:
Material Family: Petroleum
Quantity: 10.00
Units: G
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: SAFETY KLEEN
DUKE DRIVE SYRACUSE NY

NY SPILLS

Spill No: 9008906
Site ID: 122623
DER Facility ID: 106305
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Human Error
Water Body:
Source: Commercial/Industrial
Class:
Meets Std: True
Penalty: True
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 1990-11-13 19:30:00
Rcvd Date: 1990-11-14 09:28:00
CAC Date: 1990-11-14 00:00:00
Insp Date:
Close Date: 1990-11-14 00:00:00
Create Date: 1990-12-06 00:00:00
Update Date: 1995-02-09 00:00:00
DEC Region: 7
Lead DEC: HDWARNER
Reported by: Responsible Party
Referred to:
County: Onondaga
Latitude(s): 43.061700994
Longitude(s): -76.181842000

OVERFILLED TANKER TRUCK. HIRED ENVIRONMENTAL OIL FOR CLEAN UP.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW 03/18/91: SAFTY KLEEN FAILED TO REPORT SPILL WITHIN 2HR TIME LIMIT. CASE REPORT FORWARDED TO LEGAL STAFF FOR ENFORCEMENT. 02/29/92: REVISED CONSENT ORDER SENT TO SAFETY CLEAN ON 1-30-92.

Spiller Information

Spiller Name:
Spiller Company: SAFEETY KLEEN
Spiller Address: PO BOX 288
Spiller City: MEDFORD
Spiller State: MA

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 949440
OU: 01
Material ID: 562079
Material Code: 0022

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False

Material Name: waste oil/used oil
CAS No:
Material Family: Petroleum
Quantity: 100.00
Units: G
Recovered: .00
Med Soil: True

Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: SAFETY KLEEN
DUKE DRIVE SYRACUSE NY

NY SPILLS

Spill No: 9201391
Site ID: 122625
DER Facility ID: 106305
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Unknown
Water Body:
Source: Unknown
Class: C3
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 1992-05-04 15:00:00
Rcvd Date: 1992-05-05 10:25:00
CAC Date: 1992-05-05 00:00:00
Insp Date:
Close Date: 1992-05-05 00:00:00
Create Date: 1992-05-28 00:00:00
Update Date: 1992-08-31 00:00:00
DEC Region: 7
Lead DEC: CFMANNES
Reported by: Responsible Party
Referred to:
County: Onondaga
Latitude(s): 43.061700994
Longitude(s): -76.181842000

DICOVERED SOIL = 2 FT. INTO EXCAVATION TO PUT ON 10 ML. POLY STOCK PILE

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM 05/05/92: INSPECTED SITE MET W/ MR. DUMAS NO GROSS CONATMINATION RECOMMENDED TO DIG OUT CONTAMINATED SOIL AND TO TAKE SOIL SAMPLES AT END REMOVALOF SOIL.

Spiller Information

Spiller Name:
Spiller Company: SAFETY KLEEN
Spiller Address: DUKE DRIVE
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 965355
OU: 01
Material ID: 412708
Material Code: 0066A
Material Name: unknown petroleum
CAS No:
Material Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: SAFETY CLEAN
DUKE DRIVE SYRACUSE NY

NY SPILLS

Spill No: 9009814
Site ID: 122624
DER Facility ID: 106305
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Equipment Failure

Spill Date: 1990-12-10 12:30:00
Rcvd Date: 1990-12-10 13:30:00
CAC Date: 1990-12-10 00:00:00
Insp Date:
Close Date: 1990-12-17 00:00:00
Create Date: 1990-12-12 00:00:00
Update Date: 1990-12-17 00:00:00

Water Body:
Source: Commercial Vehicle
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
DEC Remark:

DEC Region: 7
Lead DEC: ROMOCKI
Reported by: Responsible Party
Referred to:
County: Onondaga
Latitude(s): 43.061700994
Longitude(s): -76.181842000

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MR 12/17/90: WASTE OIL/WATER SPILLED FROM TRUCK ONTO PAVEMENT. SPILL WAS IMMEDIATELY VACUUMED UP. SOME SPEEDI-DRY WAS USED TO FINISH CLEANUP.

Caller Remark:

CAP BLEW OFF PRESSURE LINE. SPILL ON PAVEMENT.

Spiller Information

Spiller Name:
Spiller Company: SAFETY KLEEN
Spiller Address: PO BOX 475
Spiller City: MATTYDALE
Spiller State: NY

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 946840
OU: 01
Material ID: 430005
Material Code: 0022
Material Name: waste oil/used oil
CAS No:
Material Family: Petroleum
Quantity: 50.00
Units: G
Recovered: 40.00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: SAFETY KLEEN
DUKE DRIVE SYRACUSE NY

NY SPILLS

Spill No: 9205755
Site ID: 122626
DER Facility ID: 106305
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Equipment Failure
Water Body:
Source: Commercial/Industrial
Class: C4
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 1992-08-19 08:55:00
Rcvd Date: 1992-08-19 09:30:00
CAC Date: 1992-08-19 00:00:00
Insp Date:
Close Date: 1992-08-20 00:00:00
Create Date:
Update Date: 2003-12-02 00:00:00
DEC Region: 7
Lead DEC: RJBRAZEL
Reported by: Responsible Party
Referred to:
County: Onondaga
Latitude(s): 43.061700994
Longitude(s): -76.181842000

TRANSFERRING WASTE FROM ONE TRUCK TO ANOTHER LIFT GATE BROKE AND CANS FELL OFF ON TO A CONCRETE PAD SPILLING ONE TO TWO QUARTS. SPILL CLEAN UP BY R.P.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was RB 09/28/95: This is additional information about material spilled from the translation of the old spill file: WASTE PAINT THINNER.

Spiller Information

Spiller Name:		Spiller Zip:	13209
Spiller Company:	SAFETY KLEEN	Spiller Country:	001
Spiller Address:	P.O. BOX 617	Contact Name:	
Spiller City:	SOLVAY	Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	973114	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	409951	Med GW:	False
Material Code:	0066A	Med SW:	False
Material Name:	unknown petroleum	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	1.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	1.00	Oxygenate:	
Med Soil:	True		

Site: SAFETY KLEEN
DUKE DRIVE SYRACUSE NY

NY SPILLS

Spill No:	9202384	Spill Date:	1992-05-27 09:10:00
Site ID:	319408	Rcvd Date:	1992-05-27 10:25:00
DER Facility ID:	106305	CAC Date:	1992-05-28 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1992-05-28 00:00:00
SWIS Code:	3415	Create Date:	1992-05-28 00:00:00
Contribute Factor:	Equipment Failure	Update Date:	1993-03-19 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	MENASH
Class:	C4	Reported by:	Responsible Party
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	43.061700994
After Hours:	False	Longitude(s):	-76.181842000
UST Trust:	False		
Caller Remark:			

SPILL ON CONCRETE PAD DUE TO FAULTY GASKET ON 55 GAL DRUM.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN 05/28/92: TURNED OVER TO HAZARDOUS SUBSTANCE REGULATION. 09/28/95: This is additional information about material spilled from the translation of the old spill file: PAINT, METHYL ETHYL.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	SAFETY KLEEN	Spiller Country:	001
Spiller Address:	DUKE DRIVE	Contact Name:	
Spiller City:	SYRACUSE	Contact Phone:	
Spiller State:	NY	Contact Ext:	

Site: SAFETY KLEEN
DUKE DRIVE SYRACUSE NY

NY SPILLS

Spill No:	9003388	Spill Date:	1990-06-22 12:30:00
Site ID:	122622	Rcvd Date:	1990-06-22 12:40:00
DER Facility ID:	106305	CAC Date:	1990-07-09 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1990-07-09 00:00:00
SWIS Code:	3415	Create Date:	1990-06-28 00:00:00

Contribute Factor: Housekeeping
Water Body:
Source: Commercial/Industrial
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Update Date: 1990-07-30 00:00:00
DEC Region: 7
Lead DEC: GREGG
Reported by: DEC
Referred to:
County: Onondaga
Latitude(s): 43.061700994
Longitude(s): -76.181842000

3'X 5' PATCH OF FRESH OIL ON GROUND.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was TG 07/30/90: WASTE OIL SPILLED ON CONCRETE LOADING/UNLOADING AREA. NO OIL SPOTTED OFF CONCRETE.

Spiller Information

Spiller Name:
Spiller Company: SAFETY KLEEN
Spiller Address:
Spiller City:
Spiller State: NY

Spiller Zip:
Spiller Country: 999
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 941381
OU: 01
Material ID: 438084
Material Code: 0022
Material Name: waste oil/used oil
CAS No:
Material Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: SAFETY KLEEN
DUKE DRIVE SYRACUSE NY

NY SPILLS

Spill No: 9012440
Site ID: 200398
DER Facility ID: 106305
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Human Error
Water Body:
Source: Commercial/Industrial
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: True
UST Trust: False
Caller Remark:

Spill Date: 1991-03-04 22:15:00
Rcvd Date: 1991-03-04 22:48:00
CAC Date: 1991-03-04 00:00:00
Insp Date:
Close Date: 1991-04-11 00:00:00
Create Date: 1991-03-05 00:00:00
Update Date: 1991-04-11 00:00:00
DEC Region: 7
Lead DEC: HDWARNER
Reported by: Responsible Party
Referred to:
County: Onondaga
Latitude(s): 43.061700994
Longitude(s): -76.181842000

TRUCK UNLOADING WASTE OIL INTO STORAGE TANK, OVERLOADED TANK RESULTING IN 75 GALLON SPILL.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW 04/11/91: SAFTY KLEEN HAD A 75 GALLON OVERFILL MAINLY WITHIN CONCRETE CONTAIN-MENT PAD. SMALL AMOUNT OF SOIL REMOVED FROM AREA BY EPS. NO FURTHER ACTION NECCESARY.

Spiller Information

Spiller Name:
Spiller Company: SAFETY KLEEN
Spiller Address: DUKE DR.
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 952203
OU: 01
Material ID: 428917
Material Code: 0022
Material Name: waste oil/used oil
CAS No:
Material Family: Petroleum
Quantity: 75.00
Units: G
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: SAFETY CLEAN
DUKE DRIVE OFF HIAWATHA SYRACUSE NY

NY SPILLS

Spill No: 8809171
Site ID: 269344
DER Facility ID: 219363
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Equipment Failure
Water Body:
Source: Commercial/Industrial
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: True
UST Trust: False
Caller Remark:

Spill Date: 1989-02-24 12:00:00
Rcvd Date: 1989-02-24 18:47:00
CAC Date: 1989-02-24 00:00:00
Insp Date:
Close Date: 1989-06-28 00:00:00
Create Date: 1989-04-05 00:00:00
Update Date: 1989-06-28 00:00:00
DEC Region: 7
Lead DEC: HDWARNER
Reported by: Citizen
Referred to:
County: Onondaga
Latitude(s): 43.061700994
Longitude(s): -76.181842000

RUPTURED LINE ON TANK. TRUCK ALLOWED 700 GALS. OF WASTE OIL TO BE SPILLED ONTO GROUND & INTO DRAINAGE DITCH.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW 02/24/89: INSPECTED GENERAL AREA AROUND DUKE DRIVE BUT COULD NOT FIND ANY SIGNS OF SPILL. IT SEEM MORE APPROPRIATE TO FURTHER INSPECT THE SITE DURING DAYLIGHT HOURS. 02/26/89: EVIDENCE THAT A SPILL OCCURED AT SAFETY KLEEN STORAGE FACILITY. FRESHLY EXCAVATED AROUND FACILITY, OIL STAINS ON GROUND, STORAGE TANK & TRUCK. PICTURES TAKEN OF SITE, TRUCK, AND STGE. TANKS. 03/16/89: BECI INVESTIGATED & DETERMINED SAFETY KLEAN'S VERSION OF INCIDENT WAS CORRECT. NO FURTHER ACTION REQUIRED.

Spiller Information

Spiller Name:
Spiller Company: SAFETY KLEEN
Spiller Address: DUKE DRIVE
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 925073
OU: 01
Material ID: 453932
Material Code: 0022

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False

Material Name: waste oil/used oil
CAS No:
Material Family: Petroleum
Quantity: 700.00
Units: G
Recovered: .00
Med Soil: True

Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: EMERSON ROAD
EMERSON AVE SYRACUSE NY

NY SPILLS

Spill No: 9400787
Site ID: 301457
DER Facility ID: 243601
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Other
Water Body:
Source: Commercial Vehicle
Class: C4
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 1994-04-16 05:00:00
Rcvd Date: 1994-04-18 08:54:00
CAC Date: 1994-04-18 00:00:00
Insp Date:
Close Date: 1994-04-18 00:00:00
Create Date: 1994-04-18 00:00:00
Update Date: 1994-08-19 00:00:00
DEC Region: 7
Lead DEC: MENASH
Reported by: Responsible Party
Referred to:
County: Onondaga
Latitude(s): 43.060663994
Longitude(s): -76.196829000

VEHICLE CAUGHT FIRE. FD PUT OUT FIRE. SPILL WENT INTO DRAIN.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN

Spiller Information

Spiller Name:
Spiller Company: NIMO
Spiller Address:
Spiller City:
Spiller State: ZZ

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 994498
OU: 01
Material ID: 384564
Material Code: 0008
Material Name: diesel
CAS No:
Material Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: SAFETY KLEEN
END OF DUKE DR SYRACUSE NY

NY SPILLS

Spill No: 9206682
Site ID: 105592
DER Facility ID: 93139
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Equipment Failure
Water Body:

Spill Date: 1992-09-09 14:05:00
Rcvd Date: 1992-09-09 14:34:00
CAC Date: 1992-09-17 00:00:00
Insp Date:
Close Date: 1992-09-17 00:00:00
Create Date:
Update Date: 2003-12-02 00:00:00
DEC Region: 7

Source: Commercial/Industrial
Class: D4
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Lead DEC: RJBRAZEL
Reported by: Responsible Party
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

LINE BLEW ON TANK TRUCK-CONTAINED ON CONCRETE-EP&S ENROUTE.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was RB

Spiller Information

Spiller Name:
Spiller Company: SAFETY KLEEN
Spiller Address: END OF DUKE DR.
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip:
Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 970473
OU: 01
Material ID: 407379
Material Code: 0022
Material Name: waste oil/used oil
CAS No:
Material Family: Petroleum
Quantity: 50.00
Units: G
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: **ADVANCED AUTO PARTS**
ERIE BLVD SYRACUSE NY

NY SPILLS

Spill No: 1105593
Site ID: 453253
DER Facility ID: 308887
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Human Error
Water Body:
Source: Commercial/Industrial
Class: D6
Meets Std: False
Penalty:
REM Phase: 0
After Hours: True
UST Trust: False
Caller Remark:

Spill Date: 2011-08-15 16:00:00
Rcvd Date: 2011-08-16 19:07:00
CAC Date:
Insp Date:
Close Date: 2011-08-18 00:00:00
Create Date: 2011-08-16 19:13:00
Update Date: 2011-11-22 10:42:26.637000000
DEC Region: 7
Lead DEC: DJLASALL
Reported by: Citizen
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

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.

DEC Remark:

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: 999
Spiller Country: JEREMY HYDE
Contact Name: (315) 450-6704
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 1203411
OU: 01
Material ID: 2200057
Material Code: 0005A
Material Name: auto waste fluids
CAS No:
Material Family: Petroleum
Quantity:
Units:
Recovered:
Med Soil: False

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: True
Med DW: False
Med Sewer: False
Med Surf: True
Med Subway: False
Med Utility: False
Oxygenate:

Site: HARBOR ST
ERIE BLVD SYRACUSE NY

NY SPILLS

Spill No: 9710356
Site ID: 146141
DER Facility ID: 308887
CID: 211
Program Type: ER
SWIS Code: 3415
Contribute Factor: Unknown
Water Body:
Source: Unknown
Class: C3
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: True
UST Trust: False
Caller Remark:

Spill Date: 1997-12-09 11:00:00
Rcvd Date: 1997-12-09 16:58:00
CAC Date: 1999-07-23 00:00:00
Insp Date:
Close Date: 1999-11-22 00:00:00
Create Date: 1997-12-09 00:00:00
Update Date: 2012-04-06 10:14:28.570000000
DEC Region: 7
Lead DEC: RJBRAZEL
Reported by: Other
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

NOTIFIER IS INSTALLING SEWER LINE AND DURING EXCAVATION SOIL CONTAMINATION WAS FOUND - CALLER JUST GOT RESULTS TODAY. 07/23/99: REPORT BY STEARNS & WHEELER-6/18/99 INDICATES THAT NIMO PROPERTY HAS ISOLATED CONTAMINATION WILL ADDRESS CLEAN UP. NIMO CONTAMINATION IS NOT RELATED TO CONTAMINATION RELATED TO THIS SPILL SITE. UNKNOWN SPILLER FOR THIS SPILL NO. 97-10356.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was RB

Spiller Information

Spiller Name:
Spiller Company: UNKNOWN
Spiller Address:
Spiller City:
Spiller State: NY

Spiller Zip: 999
Spiller Country: CONRAD TEUFEL
Contact Name: (315) 699-5281
Contact Phone:
Contact Ext:

Site: ROTH STEEL CO.
ERIE BLVD SYRACUSE NY

NY SPILLS

Spill No: 9207325
Site ID: 277490
DER Facility ID: 308887
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Deliberate

Spill Date: 1992-09-23 10:00:00
Rcvd Date: 1992-09-24 12:44:00
CAC Date: 1992-09-24 00:00:00
Insp Date:
Close Date: 1992-09-24 00:00:00
Create Date: 1992-09-24 00:00:00
Update Date: 1992-09-25 00:00:00

Water Body:
Source: Commercial/Industrial
Class: D6
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

DEC Region: 7
Lead DEC: GREGG
Reported by: Citizen
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

CALLER WITNESSED UNKNOWN PETRO. LIQUID BEING PUMPED OUT OF EXCAVATION PIT ONTO STREET.SAFETY KLEEN TRUCK SEEN AT SITE.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was TG

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

OP Unit ID: 970972
OU: 01
Material ID: 407965
Material Code: 0066A
Material Name: unknown petroleum
CAS No:
Material Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: SAMS CLUB
ERIE BLVD SYRACUSE NY

[NY SPILLS](#)

Spill No: 1405854
Site ID: 499303
DER Facility ID: 308887
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Housekeeping
Water Body:
Source: Gasoline Station or other PBS Facility
Class: C3
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: True
UST Trust: False
Caller Remark:

Spill Date: 2014-08-31 17:43:00
Rcvd Date: 2014-08-31 17:43:00
CAC Date:
Insp Date:
Close Date: 2014-09-03 00:00:00
Create Date: 2014-08-31 17:45:00
Update Date: 2014-09-03 15:29:01.767000000
DEC Region: 7
Lead DEC: CFNORRIS
Reported by: Other
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

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

DEC Remark:

Kevin Kemp has been informed of the caller's report. He will take further action PBS guidelines.

Spiller Information

Spiller Name:		Spiller Zip:	999
Spiller Company:	SAMS CLUB	Spiller Country:	ANONYMOUS
Spiller Address:		Contact Name:	
Spiller City:		Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	1248724	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	2250231	Med GW:	False
Material Code:	0009	Med SW:	False
Material Name:	gasoline	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:		Med Subway:	False
Units:		Med Utility:	False
Recovered:		Oxygenate:	
Med Soil:	False		

Site: ERIE BLVD & SO. STATE ST.
ERIE BLVD - syracuse NY

NY SPILLS

Spill No:	9606811	Spill Date:	1996-08-27 12:00:00
Site ID:	146139	Rcvd Date:	1996-08-28 10:58:00
DER Facility ID:	124466	CAC Date:	
CID:	275	Insp Date:	
Program Type:	ER	Close Date:	1996-11-14 00:00:00
SWIS Code:	3400	Create Date:	1996-08-28 00:00:00
Contribute Factor:	Unknown	Update Date:	1996-11-15 00:00:00
Water Body:		DEC Region:	7
Source:	Gasoline Station or other PBS Facility	Lead DEC:	CFMANNES
Class:	C3	Reported by:	Other
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	False	Longitude(s):	
UST Trust:	False		
Caller Remark:			

installing traffic boxes - during excavation for footer - discovered petroleum contaminated soil - staged on plastic

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM RECEIVED DISPOSAL RECEIPTS 11/14/96

Spiller Information

Spiller Name:	DENNIS VIOLANTE	Spiller Zip:	13440-
Spiller Company:	SEAR REALTY CO, INC.	Spiller Country:	001
Spiller Address:	1914 BLACK RIVER BLVD	Contact Name:	KELLY THOMPSON
Spiller City:	ROME	Contact Phone:	(315) 463-0270
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	1034608	Med Air:	False
OU:	01	Med Ind Air:	False

Material ID: 346082
Material Code: 0009
Material Name: gasoline
CAS No:
Material Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: True

Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: SEARS OIL/GAS
ERIE BLVD SYRACUSE NY

NY SPILLS

Spill No: 9702847
Site ID: 146140
DER Facility ID: 308887
CID: 323
Program Type: ER
SWIS Code: 3415
Contribute Factor: Other
Water Body:
Source: Gasoline Station or other PBS Facility
Class: C3
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 1997-06-04 12:00:00
Rcvd Date: 1997-06-05 16:13:00
CAC Date:
Insp Date:
Close Date: 2011-06-03 00:00:00
Create Date: 1997-06-05 00:00:00
Update Date: 2011-06-03 14:51:52.447000000
DEC Region: 7
Lead DEC: HDWARNER
Reported by: Other
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

CONTAMINATED SOIL WAS FOUND AT SITE.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM

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: SHOPPINGTOWN MALL
ERIE BLVD DEWITT NY

NY SPILLS

Spill No: 0011204
Site ID: 146137
DER Facility ID: 275699
CID: 207
Program Type: ER
SWIS Code: 3400
Contribute Factor: Equipment Failure
Water Body:
Source: Commercial Vehicle
Class: D4
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: True
UST Trust: False
Caller Remark:

Spill Date: 2001-01-15 07:55:00
Rcvd Date: 2001-01-15 07:59:00
CAC Date:
Insp Date:
Close Date: 2001-01-17 00:00:00
Create Date: 2001-01-15 00:00:00
Update Date: 2001-01-17 00:00:00
DEC Region: 7
Lead DEC: CXROSSI
Reported by: Responsible Party
Referred to:
County: Onondaga
Latitude(s): 43.040570000
Longitude(s): -76.066605000

cleanup in progress

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CTR

Spiller Information

Spiller Name:	CALLER	Spiller Zip:	-
Spiller Company:	WASTE MANAGEMENT	Spiller Country:	001
Spiller Address:	2003 BLEEKER ST	Contact Name:	DAVE WALLACE
Spiller City:	UTICA	Contact Phone:	(315) 457-5791
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	833279	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	541527	Med GW:	False
Material Code:	0010	Med SW:	False
Material Name:	hydraulic oil	Med DW:	False
CAS No:		Med Sewer:	True
Material Family:	Petroleum	Med Surf:	False
Quantity:	5.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	False		

Site: AAC
ERIE BLVD syracuse NY

NY SPILLS

Spill No:	9107019	Spill Date:	1991-09-28 12:00:00
Site ID:	146138	Rcvd Date:	1991-09-30 19:46:00
DER Facility ID:	124466	CAC Date:	1991-09-30 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1991-09-30 00:00:00
SWIS Code:	3400	Create Date:	1991-10-02 00:00:00
Contribute Factor:	Human Error	Update Date:	1991-10-02 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	GREGG
Class:		Reported by:	Responsible Party
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	True	Longitude(s):	
UST Trust:	False		
Caller Remark:			

DUE TO MISHANDLING BAGS BROKEN OPEN. NO RESPONSE BY TG. GIVEN TO AIR QUALITY.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was TG 10/02/91: CLOSE.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	AAC	Spiller Country:	001
Spiller Address:		Contact Name:	
Spiller City:		Contact Phone:	
Spiller State:	ZZ	Contact Ext:	

Material Information

OP Unit ID:	961255	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	419253	Med GW:	False
Material Code:	0066A	Med SW:	False
Material Name:	unknown petroleum	Med DW:	False

CAS No:
Material Family: Petroleum
Quantity: 20.00
Units:
Recovered: .00
Med Soil: True

Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

OP Unit ID: 961255
OU: 01
Material ID: 419254
Material Code: 0026A
Material Name: asbestos
CAS No: 01332214
Material Family: Hazardous Material
Quantity: .00
Units:
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: **STORM DRAIN**
ERIE BLVD AT STATE ST SYRACUSE NY

NY SPILLS

Spill No: 1706581
Site ID: 560900
DER Facility ID: 514532
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Traffic Accident
Water Body:
Source: Passenger Vehicle
Class: C3
Meets Std: False
Penalty:
REM Phase: 0
After Hours: True
UST Trust: False
Caller Remark:

Spill Date: 2017-10-05 17:08:00
Rcvd Date: 2017-10-05 17:08:00
CAC Date:
Insp Date:
Close Date: 2017-10-11 00:00:00
Create Date: 2017-10-05 17:10:00
Update Date: 2017-10-11 14:28:30.650000000
DEC Region: 7
Lead DEC: DJLASALL
Reported by: Other
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

clean up is pending

DEC Remark:

FD applied speedy dry to blacktop and pads to storm drain. DL removed and disposed of both. NFA

Spiller Information

Spiller Name:
Spiller Company: UNKNOWN MOTORIST
Spiller Address:
Spiller City:
Spiller State: NY

Spiller Zip:
Spiller Country: 999
Contact Name: ADAM SMITH
Contact Phone: (315) 506-0392
Contact Ext:

Material Information

OP Unit ID: 1308890
OU: 01
Material ID: 2315910
Material Code: 0015
Material Name: motor oil
CAS No:
Material Family: Petroleum
Quantity: 1.00
Units: G
Recovered: 1.00
Med Soil: False

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: True
Med Sewer: False
Med Surf: True
Med Subway: False
Med Utility: False
Oxygenate:

Site: ROMANO TOYOTA LTD
ERIE BLVD EAST SYRACUSE NY

NY SPILLS

Spill No:	9511482	Spill Date:	1995-12-11 12:00:00
Site ID:	182396	Rcvd Date:	1995-12-11 21:51:00
DER Facility ID:	152836	CAC Date:	1995-12-18 00:00:00
CID:	207	Insp Date:	1995-12-13 00:00:00
Program Type:	ER	Close Date:	1995-12-18 00:00:00
SWIS Code:	3415	Create Date:	1995-12-11 00:00:00
Contribute Factor:	Unknown	Update Date:	1996-01-09 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	RJBRAZEL
Class:	C3	Reported by:	Affected Persons
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	43.050719994
After Hours:	True	Longitude(s):	-76.142340000
UST Trust:	False		
Caller Remark:			

PHASE II INVESTIGATION OF THE FORMER TANK LOCATION - SOIL AND GROUNDWATER SAMPLES ANALYZED

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was RB

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:		Spiller Country:	001
Spiller Address:		Contact Name:	THOMAS KENNEDY
Spiller City:	***Update***	Contact Phone:	
Spiller State:	ZZ	Contact Ext:	

Material Information

OP Unit ID:	1021988	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	358816	Med GW:	False
Material Code:	0009	Med SW:	False
Material Name:	gasoline	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

Site: DELTA SONIC CAR WASH
ERIE BLVD EAST SYRACUSE NY 13214

NY SPILLS

Spill No:	0605517	Spill Date:	2006-08-11 10:53:00
Site ID:	368692	Rcvd Date:	2006-08-11 10:53:00
DER Facility ID:	318591	CAC Date:	
CID:	410	Insp Date:	
Program Type:	ER	Close Date:	2006-08-11 00:00:00
SWIS Code:	3426	Create Date:	2006-08-11 11:09:00
Contribute Factor:	Human Error	Update Date:	2006-08-11 11:19:00.780000000
Water Body:		DEC Region:	7
Source:	Gasoline Station or other PBS Facility	Lead DEC:	mjromock
Class:		Reported by:	Citizen
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	False	Longitude(s):	
UST Trust:	False		
Caller Remark:			

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:

DEC Remark:

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 Zip:	001
Spiller Company:	DELTA SONIC CAR WASH	Spiller Country:	001
Spiller Address:	ERIE BLVD EAST	Contact Name:	BOB MCDONOUGH
Spiller City:	SYRACUSE	Contact Phone:	(315) 446-3180
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	1126558	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	2116097	Med GW:	False
Material Code:	0009	Med SW:	False
Material Name:	gasoline	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:		Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

Site: ERIE BLVD EAST OF BRIDGE
ERIE BLVD EAST OF BRIDGE DEWITT NY

NY SPILLS

Spill No:	0403218	Spill Date:	2004-06-24 09:46:00
Site ID:	242393	Rcvd Date:	2004-06-24 09:46:00
DER Facility ID:	199190	CAC Date:	
CID:	444	Insp Date:	2004-06-24 00:00:00
Program Type:	ER	Close Date:	2004-06-24 00:00:00
SWIS Code:	3426	Create Date:	2004-06-24 00:00:00
Contribute Factor:	Equipment Failure	Update Date:	2004-06-24 00:00:00
Water Body:	AND STORM DRAIN	DEC Region:	7
Source:	Commercial Vehicle	Lead DEC:	CXROSSI
Class:	C3	Reported by:	Police Department
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	False	Longitude(s):	
UST Trust:	False		

Caller Remark:

GARBAGE TRUCK SPRUNG A LEAK, FIRE DEPT. ON SCENE, IT MADE ITS WAY TO A STORM GRATE (ctr:very little, est 50 mls, to storm drain filled with grit/water, waste mangmt cleaning up street with spdey dry, broom and street sweeper.Location: Midas Muffler lot, South side Erie, and continuing East on West bound lane of Erie Blvd .25 miles.)

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CTR

Spiller Information

Spiller Name:	PATTY	Spiller Zip:	001
Spiller Company:	WASTE MANAGMNET	Spiller Country:	001
Spiller Address:	4521 STEELWAY BLVD NORTH	Contact Name:	JOANNE CROOK
Spiller City:	LIVERPOOL	Contact Phone:	(315) 435-8881

Spiller State: NY

Contact Ext:

Material Information

OP Unit ID: 886652
OU: 01
Material ID: 490811
Material Code: 0010
Material Name: hydraulic oil
CAS No:
Material Family: Petroleum
Quantity: 45.00
Units: G
Recovered: 45.00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: **DICKS SPORTING GOODS**
ERIE BLVD WEST DEWITT NY

NY SPILLS

Spill No: 1701816
Site ID: 548931
DER Facility ID: 502554
CID:
Program Type: ER
SWIS Code: 3426
Contribute Factor: Equipment Failure
Water Body:
Source: Commercial/Industrial
Class: C4
Meets Std: False
Penalty:
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 2017-05-24 12:00:00
Rcvd Date: 2017-05-24 12:24:00
CAC Date:
Insp Date:
Close Date: 2017-08-17 00:00:00
Create Date: 2017-05-24 12:26:00
Update Date: 2017-08-17 09:38:16.033000000
DEC Region: 7
Lead DEC: DGMILLER
Reported by: Other
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

clean up pending contract

DEC Remark:

Roughly 5 gallons of non pcb oil spilled to soil. DISPOSAL NOT RECIEVED DO NOT ISSUE NFA UNTIL RECIEVED

Spiller Information

Spiller Name: PETER CALABRESE
Spiller Company: BRIXMOR HOLDINGS
Spiller Address: 7030 EAST GENESSEE ST
Spiller City: FAYETTEVILLE
Spiller State: NY

Spiller Zip: 13066
Spiller Country: 999
Contact Name: DAN
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 1297020
OU: 01
Material ID: 2303144
Material Code: 0020A
Material Name: transformer oil
CAS No:
Material Family: Petroleum
Quantity: 5.00
Units: G
Recovered:
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: **UNITED RENTALS BATTERIES**
ERIE BLVD WEST AND HIAWATHA WEST SYRACUSE NY 13209

NY SPILLS

Spill No:	0509984	Spill Date:	2005-11-21 13:31:00
Site ID:	355862	Rcvd Date:	2005-11-21 13:31:00
DER Facility ID:	305900	CAC Date:	2005-11-21 00:00:00
CID:	444	Insp Date:	2005-11-21 00:00:00
Program Type:	ER	Close Date:	2005-11-21 00:00:00
SWIS Code:	3415	Create Date:	2005-11-21 13:49:00
Contribute Factor:	Other	Update Date:	2005-11-21 15:37:33.437000000
Water Body:		DEC Region:	7
Source:	Commercial Vehicle	Lead DEC:	KCKemp
Class:	C3	Reported by:	Fire Department
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	False	Longitude(s):	
UST Trust:	False		
Caller Remark:			

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;

DEC Remark:

8 large lead acid batteries fell from unsecured load in back of pickup, spilling acid onto roadway. Syracuse 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 Zip:	13057
Spiller Company:	UNITED RENTALS	Spiller Country:	001
Spiller Address:	7178 SCHUYLER RD	Contact Name:	FIRE CONTROL
Spiller City:	EAST SYRACUSE	Contact Phone:	(315) 435-8884
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	1113195	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	2103263	Med GW:	False
Material Code:	0044A	Med SW:	False
Material Name:	battery acid	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Other	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

Site: NIMO CONDUIT
ERIE BLVD WEST SYRACUSE NY

NY SPILLS

Spill No:	8802206	Spill Date:	1988-05-31 16:00:00
Site ID:	321882	Rcvd Date:	1988-06-01 16:00:00
DER Facility ID:	259295	CAC Date:	1989-10-17 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1991-04-30 00:00:00
SWIS Code:	3415	Create Date:	1988-06-14 00:00:00
Contribute Factor:	Unknown	Update Date:	1993-11-18 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	VOLLMER
Class:		Reported by:	Responsible Party
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	43.050459994
After Hours:	False	Longitude(s):	-76.158910000
UST Trust:	False		

Caller Remark:

CABLE FAILED IN MANHOLE. FOUND 4000 PPM PCB IN OIL SHEEN ON WATER INMANHOLE.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV 06/10/88: OBG LAB --- 18000 PPM PCB FID INSULATING/LUBRICATING OIL. NI-MO CLEANED CONDUIT (CLEAN HARBORS CONTRACTOR). 11/22/88: REQUIRES FOLLOW-UP W/NIMO. 10/17/89: CONTAMINATION HAS NOT RECURED. NIMO MONITORS UPON ENTRY. WILL REPORT ANY FUTURE OCCURENCES.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	NIAGARA MOHAWK POWER CORP	Spiller Country:	001
Spiller Address:		Contact Name:	
Spiller City:		Contact Phone:	
Spiller State:	ZZ	Contact Ext:	

Material Information

OP Unit ID:	919531	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	461330	Med GW:	False
Material Code:	0017A	Med SW:	False
Material Name:	PCB oil	Med DW:	False
CAS No:		Med Sewer:	True
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:		Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	False		

Site: NEAR HARBOR BROOK
ERIE BLVD WEST SYRACUSE NY

NY SPILLS

Spill No:	0750598	Spill Date:	2007-07-10 10:00:00
Site ID:	384740	Rcvd Date:	2007-07-10 10:05:00
DER Facility ID:	259295	CAC Date:	2007-10-09 00:00:00
CID:		Insp Date:	2007-07-10 00:00:00
Program Type:	ER	Close Date:	2009-02-18 00:00:00
SWIS Code:	3415	Create Date:	2007-07-23 14:58:00
Contribute Factor:	Deliberate	Update Date:	2009-02-18 11:49:37.783000000
Water Body:		DEC Region:	7
Source:	Unknown	Lead DEC:	menash
Class:	C2	Reported by:	DEC
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	False	Longitude(s):	
UST Trust:			
Caller Remark:			

Abandoned 5-gal container found along roadside near harbor brook.

DEC Remark:

Op-tec recovered and disposed of container.

Material Information

OP Unit ID:	1142032	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	2132251	Med GW:	False
Material Code:	0022	Med SW:	False
Material Name:	waste oil/used oil	Med DW:	False
CAS No:		Med Sewer:	False

Material Family:	Petroleum	Med Surf:	False
Quantity:	5.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	5.00	Oxygenate:	
Med Soil:	False		

Site: 718
ERIE BLVD WEST SYRACUSE NY

NY SPILLS

Spill No:	0207973	Spill Date:	2002-08-30 13:00:00
Site ID:	321881	Rcvd Date:	2002-10-31 16:06:00
DER Facility ID:	259295	CAC Date:	
CID:		Insp Date:	
Program Type:	ER	Close Date:	2002-11-04 00:00:00
SWIS Code:	3415	Create Date:	2002-10-31 00:00:00
Contribute Factor:	Human Error	Update Date:	2002-11-04 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial Vehicle	Lead DEC:	CFMANNES
Class:	D6	Reported by:	Citizen
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	43.050459994
After Hours:	False	Longitude(s):	-76.158910000
UST Trust:	False		
Caller Remark:			

caller states that a sandblast operation is going on at that location. unknown who is doing the work.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM

Spiller Information

Spiller Name:		Spiller Zip:	999
Spiller Company:	UNKNOWN	Spiller Country:	REFUSED
Spiller Address:		Contact Name:	
Spiller City:		Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	860975	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	514978	Med GW:	False
Material Code:	0063A	Med SW:	False
Material Name:	unknown hazardous material	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Hazardous Material	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

Site: RUSSO AUTOMOTIVE
ERIE BLVD W RUSSO AUTOMOT SYRACUSE NY

NY SPILLS

Spill No:	8805535	Spill Date:	1988-09-29 05:10:00
Site ID:	327050	Rcvd Date:	1988-09-30 10:00:00
DER Facility ID:	263293	CAC Date:	1988-12-08 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1989-01-13 00:00:00
SWIS Code:	3415	Create Date:	1988-10-05 00:00:00
Contribute Factor:	Deliberate	Update Date:	1989-01-13 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	AJMARSCH
Class:		Reported by:	Citizen

Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
DEC Remark:

Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

Prior to Sept, 2004 data translation this spill Lead_DEC Field was JM // : JM. 01/13/89: OILY SLUDGE FOUND DUMPED BEHIND THE SHOP. SLUDGE WAS PUT IN DRUM ANDC&S LABS TESTED AND DISPOSED OF THE MATERIAL. SLUDGE CAME FROM SHOP FLOOR DRAINS.

Caller Remark:

NEAR DENNY'S. WERE POURING IT INTO CATCH BASIN OUT OF 55 GALLON DRUM.

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

OP Unit ID: 922516
OU: 01
Material ID: 457438
Material Code: 0022
Material Name: waste oil/used oil
CAS No:
Material Family: Petroleum
Quantity: 55.00
Units: G
Recovered: .00
Med Soil: False

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: True
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: RILUG CO.
FAYETTE ST BEHIND P.O. SYRACUSE NY

NY SPILLS

Spill No: 8603902
Site ID: 290457
DER Facility ID: 235197
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Housekeeping
Water Body:
Source: Commercial/Industrial
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: True
UST Trust: False
Caller Remark:

Spill Date: 1986-09-15 17:30:00
Rcvd Date: 1986-09-15 17:30:00
CAC Date: 1987-06-04 00:00:00
Insp Date:
Close Date: 1987-06-04 00:00:00
Create Date:
Update Date: 2003-12-02 00:00:00
DEC Region: 7
Lead DEC: UNASSIGNED
Reported by: Fire Department
Referred to:
County: Onondaga
Latitude(s): 43.134428000
Longitude(s): -76.130100000

TERMINAL SITE A MESS, TRUCKS LEAK BUT ARE BEING FILLED ANYWAY. RUNOFF FROM SITE IS AFFECTING POST OFFICE SITE NEXT DOOR.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was // : RECELLI OWNS THE FIRM.

Spiller Information

Spiller Name:

Spiller Zip:

Spiller Company: RILUG CO.
Spiller Address:
Spiller City: SYRACUSE TERMINAL
Spiller State: ZZ

Spiller Country: 001
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 900826
OU: 01
Material ID: 476715
Material Code: 0008
Material Name: diesel
CAS No:
Material Family: Petroleum
Quantity: .00
Units:
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: SO SALINA ST
FAYETTE ST SYRACUSE NY

NY SPILLS

Spill No: 9611398
Site ID: 174906
DER Facility ID: 283130
CID: 211
Program Type: ER
SWIS Code: 3400
Contribute Factor: Equipment Failure
Water Body:
Source: Passenger Vehicle
Class: D5
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: True
UST Trust: False
Caller Remark:

Spill Date: 1996-12-16 14:00:00
Rcvd Date: 1996-12-16 17:05:00
CAC Date:
Insp Date:
Close Date: 1996-12-17 00:00:00
Create Date: 1996-12-16 00:00:00
Update Date: 1996-12-17 00:00:00
DEC Region: 7
Lead DEC: CFMANNES
Reported by: Responsible Party
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

transmission line blew on bus causing product to spill over 3 block area - dpw was on scene sanded roadway and swept it up

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM

Spiller Information

Spiller Name: JOHN RENOCK
Spiller Company: CENTRO
Spiller Address: 200 CORTLAND AV
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip:
Spiller Country: 001
Contact Name: JOHN RENOCK
Contact Phone: (315) 442-3388
Contact Ext:

Material Information

OP Unit ID: 1042841
OU: 01
Material ID: 563917
Material Code: 0021
Material Name: transmission fluid
CAS No:
Material Family: Petroleum
Quantity: 5.00
Units: G
Recovered: 5.00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: AREA OF CARACEL MALL
HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No:	0109045	Spill Date:	2001-12-11 18:45:00
Site ID:	72868	Rcvd Date:	2001-12-11 19:12:00
DER Facility ID:	213043	CAC Date:	
CID:	233	Insp Date:	
Program Type:	ER	Close Date:	2001-12-12 00:00:00
SWIS Code:	3415	Create Date:	2001-12-11 00:00:00
Contribute Factor:	Unknown	Update Date:	2001-12-13 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	BFMATTHE
Class:	C3	Reported by:	Citizen
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	True	Longitude(s):	
UST Trust:	False		
Caller Remark:			

CALLER STATES THAT HE WAS DRIVING THROUGH THE ABOVE AREA AND SMELL A VERY STRONG ODOR IN THE AREA HE IS AWARE THAT ALOT OF REMEDIATION IS IN PROGRESS BUT THE ODOR IS VERY STRONG

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was BM

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	UNK	Spiller Country:	999
Spiller Address:	UNK	Contact Name:	
Spiller City:	UNK	Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	847346	Med Air:	True
OU:	01	Med Ind Air:	False
Material ID:	530259	Med GW:	False
Material Code:	0066A	Med SW:	False
Material Name:	unknown petroleum	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	False		

Site: Spill Number 8602053
HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No:	8602053	Spill Date:	1986-06-25 10:00:00
Site ID:	106076	Rcvd Date:	1986-06-25 15:00:00
DER Facility ID:	213043	CAC Date:	1987-08-11 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1987-08-11 00:00:00
SWIS Code:	3415	Create Date:	1986-07-11 00:00:00
Contribute Factor:	Unknown	Update Date:	1994-04-13 00:00:00
Water Body:		DEC Region:	7
Source:	Unknown	Lead DEC:	UNASSIGNED
Class:		Reported by:	Affected Persons
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	False	Longitude(s):	
UST Trust:	False		

Caller Remark:

ON ROADWAY-OTHER SPILL LOCATION-ACROSS FROM S.T.P.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was 09/28/95: This is additional information about material spilled from the translation of the old spill file: WHITE SUBSTANCE.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	UNKNOWN	Spiller Country:	999
Spiller Address:		Contact Name:	
Spiller City:		Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	899497	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	478513	Med GW:	False
Material Code:	0066A	Med SW:	False
Material Name:	unknown petroleum	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:		Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

Site: CROUSE HINDS
HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No:	9960021	Spill Date:	1999-07-21 09:30:00
Site ID:	260871	Rcvd Date:	1999-07-21 10:00:00
DER Facility ID:	213043	CAC Date:	1999-09-07 00:00:00
CID:		Insp Date:	1999-07-21 00:00:00
Program Type:	ER	Close Date:	2001-06-18 00:00:00
SWIS Code:	3415	Create Date:	1999-07-22 14:12:00
Contribute Factor:	Unknown	Update Date:	2001-06-18 00:00:00
Water Body:		DEC Region:	7
Source:	Gasoline Station or other PBS Facility	Lead DEC:	CFMANNES
Class:	C1	Reported by:	Other
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	43.082147000
After Hours:	False	Longitude(s):	-76.155781000
UST Trust:	False		
Caller Remark:			

CITY OF SYRACUSE PERFORMING REPAIRS T A MAIN WATER LINE AND PETROLEUM CONTAMINATED SOIL AND GROUNDWATER DISCOVERED.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM 7-22-99: REC'D CALL FROM WATER DEPT. NOTIFYING US OF PETROLEUM CONTAMINATION THAT WAS DISCOVERED IN EXCAVATION DURING WATER LINE REPAIRS. SHEEN WAS PRESENT ON TOP OF WATER TABLE UNCLER AS TO WHETHER WATER WAS STRICLY FROM LEAKING WATER LINE OR THE GROUNDWATER TABLE. WATER NEEDED TO BE REMOVED FROM EXCAVATION INORDER TO PERFORM REPAIRS ON LINE. CONTACTED ACTION TECH. AND REQUESTED A VAC TRUCK WITH TWO GUYS. ACTION SHOWED UP ON SITE WITHIN ABOUT 20 MINUTES. INFORMED CREW THAT THEY SHOULD STAY ON SITE UNTIL WATER LINE REPAIRS HAVE BEEN MADE.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	CROUSE HINDS	Spiller Country:	001

Spiller Address: HIAWATHA BLVD
Spiller City: SYRACUSE
Spiller State: NY

Contact Name: TODD FLETCHER
Contact Phone: (315) 473-5676
Contact Ext:

Material Information

OP Unit ID: 1090248
OU: 01
Material ID: 557724
Material Code: 0066A
Material Name: unknown petroleum
CAS No:
Material Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: False

Med Air: False
Med Ind Air: False
Med GW: True
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

OP Unit ID: 1090248
OU: 01
Material ID: 557723
Material Code: 0009
Material Name: gasoline
CAS No:
Material Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: False

Med Air: False
Med Ind Air: False
Med GW: True
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: SOLAR ST &
HIAWATHA BLVD SYRACUSE NY

NY SPILLS.....

Spill No: 9907858
Site ID: 136872
DER Facility ID: 213043
CID: 211
Program Type: ER
SWIS Code: 3415
Contribute Factor: Housekeeping
Water Body:
Source: Commercial/Industrial
Class: D6
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 1999-09-29 08:48:00
Rcvd Date: 1999-09-29 09:06:00
CAC Date:
Insp Date:
Close Date: 1999-09-29 00:00:00
Create Date: 1999-09-29 00:00:00
Update Date: 1999-09-29 00:00:00
DEC Region: 7
Lead DEC: MENASH
Reported by: Fire Department
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

CALLER STATES THERE IS A CREW ON SITE USING TORCHES TO CUT APART ABANDONED STORAGE TANKS - APPARENTLY TORCH CAUGHT RUBBER MEMBRANE ON FIRE - UNK IF STORAGE TANKS ARE EMPTYOR IF ANY PRODUCT HAS LEAKED

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN

Spiller Information

Spiller Name:
Spiller Company: UNKNOWN
Spiller Address:
Spiller City:
Spiller State: NY

Spiller Zip:
Spiller Country: 999
Contact Name: SYRACUSE F D
Contact Phone: (315) 435-8884
Contact Ext:

Material Information

OP Unit ID: 1082145
OU: 01
Material ID: 300542
Material Code: 0066A
Material Name: unknown petroleum
CAS No:
Material Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: ALLIED SIGNAL
HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No: 9502973
Site ID: 260864
DER Facility ID: 213043
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Equipment Failure
Water Body:
Source: Commercial/Industrial
Class: E5
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 1995-06-08 14:40:00
Rcvd Date: 1995-06-08 14:45:00
CAC Date: 1995-06-08 00:00:00
Insp Date: 1995-06-08 00:00:00
Close Date: 1995-06-08 00:00:00
Create Date:
Update Date: 2003-12-02 00:00:00
DEC Region: 7
Lead DEC: HDWARNER
Reported by: Police Department
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

BINE LINE UNDER RAIL ROAD BRIDGE IS LEAKING ONTO RD.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was HW 06/08/95: MIKE NASH RESPONDED AND NOTED THAT LEAK WAS VERY MINIMAL BARELY DRIPPING FROM FLANGE. CONTACTED ALLIEDS AL LABUZZ LEFT MESSAGE ON ANSWERING MACHINE.

Spiller Information

Spiller Name:
Spiller Company: Allied Signal
Spiller Address:
Spiller City:
Spiller State: ZZ

Spiller Zip: 001
Spiller Country:
Contact Name:
Contact Phone:
Contact Ext:

Material Information

OP Unit ID: 1017564
OU: 01
Material ID: 368026
Material Code: 0064A
Material Name: unknown material
CAS No:
Material Family: Other
Quantity: .00
Units:
Recovered: .00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: CROUSE HINDS
HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No: 9960020
Site ID: 260870
DER Facility ID: 213043

Spill Date: 1999-07-22 09:30:00
Rcvd Date: 1999-07-22 10:00:00
CAC Date:

CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Missing Code in Old Data - Must be fixed
Water Body:
Source: Missing Code in Old Data - Must be fixed
Class: A1
Meets Std: False
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Insp Date:
Close Date: 1999-07-22 00:00:00
Create Date: 1999-07-22 13:56:00
Update Date: 1999-07-22 00:00:00
DEC Region: 7
Lead DEC: CFMANNES
Reported by: Missing Code in Old Data - Must be fixed
Referred to:
County: Onondaga
Latitude(s): 43.082147000
Longitude(s): -76.155781000

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM

Spiller Information

Spiller Name:
Spiller Company: CROUSE HINDS
Spiller Address: HIAWATHA BLVD
Spiller City: SYRACUSE
Spiller State: NY

Spiller Zip:
Spiller Country: 001
Contact Name: TODD FLETCHER
Contact Phone: (315) 473-5676
Contact Ext:

Material Information

OP Unit ID: 1090247
OU: 01
Material ID: 290536
Material Code: 0066A
Material Name: unknown petroleum
CAS No:
Material Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: False

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

OP Unit ID: 1090247
OU: 01
Material ID: 290535
Material Code: 0009
Material Name: gasoline
CAS No:
Material Family: Petroleum
Quantity: .00
Units: G
Recovered: .00
Med Soil: False

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: CARBONE-NISSAN PONTIAC
 HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No: 9311575
Site ID: 260863
DER Facility ID: 275358
CID:
Program Type: ER
SWIS Code: 3400
Contribute Factor: Deliberate
Water Body:
Source: Commercial/Industrial
Class: E6
Meets Std: True
Penalty: False
REM Phase: 0

Spill Date: 1993-12-28 12:00:00
Rcvd Date: 1993-12-28 12:50:00
CAC Date: 1993-12-31 00:00:00
Insp Date:
Close Date: 1993-12-31 00:00:00
Create Date:
Update Date: 2003-12-02 00:00:00
DEC Region: 7
Lead DEC: MENASH
Reported by: Citizen
Referred to:
County: Onondaga
Latitude(s):

After Hours: False
UST Trust: False
Caller Remark:

Longitude(s):

MATERIAL BEING DUMPED ALONG FENCED IN AREA.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was MN // : WATER NOTIFIED OF SPILL. 09/28/95: This is additional information about material spilled from the translation of the old spill file: ANTI-FREEZE.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	CARBONE PONTIAC NISSAN	Spiller Country:	001
Spiller Address:	HIAWATHA BLVD	Contact Name:	
Spiller City:	SYRACUSE	Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	990196	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	390607	Med GW:	False
Material Code:	0022	Med SW:	False
Material Name:	waste oil/used oil	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

Site: AMERADA HESS STATION
HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No:	0301663	Spill Date:	2003-05-15 20:30:00
Site ID:	260856	Rcvd Date:	2003-05-15 20:48:00
DER Facility ID:	213043	CAC Date:	
CID:	282	Insp Date:	2003-05-15 00:00:00
Program Type:	ER	Close Date:	2003-10-06 00:00:00
SWIS Code:	3415	Create Date:	2003-05-15 00:00:00
Contribute Factor:	Equipment Failure	Update Date:	2003-10-06 00:00:00
Water Body:		DEC Region:	7
Source:	Passenger Vehicle	Lead DEC:	CXROSSI
Class:	D3	Reported by:	Citizen
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	True	Longitude(s):	
UST Trust:	False		
Caller Remark:			

he noticed a customer came into gas station and filled up his tank the car leaked gas from the tank apparently onto the ground.(CTR: CASHIER DID NOT KNOW LOCATION OF SPDEY DRY, CONES OR PROCESS ON NOTIFICATION OR CLEAN UP OF SPILLS, SO CALLED FD WHICH FOAMED GAOLINE INTO CATCHBASIN) complaint works across the way . (CTR: HESS HIRES CONTRACTOR TO REMOVED CONTENTS OF CATCH BASIN)

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CTR

Spiller Information

Spiller Name:		Spiller Zip:	-
Spiller Company:	CUSTOMER	Spiller Country:	001
Spiller Address:	UNK	Contact Name:	PHIL NAZAK

Spiller City: UNK
Spiller State: NY

Contact Phone: (315) 466-1660
Contact Ext:

Material Information

OP Unit ID: 868219
OU: 01
Material ID: 562854
Material Code: 0009
Material Name: gasoline
CAS No:
Material Family: Petroleum
Quantity: 15.00
Units: G
Recovered: 15.00
Med Soil: True

Med Air: False
Med Ind Air: False
Med GW: False
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: **CAROUSEL CENTER**
HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No: 8912290
Site ID: 260861
DER Facility ID: 213043
CID:
Program Type: ER
SWIS Code: 3415
Contribute Factor: Abandoned Drums
Water Body:
Source: Commercial/Industrial
Class:
Meets Std: True
Penalty: False
REM Phase: 0
After Hours: False
UST Trust: False
Caller Remark:

Spill Date: 1990-03-22 14:00:00
Rcvd Date: 1990-03-22 15:00:00
CAC Date: 1990-03-23 00:00:00
Insp Date:
Close Date: 1990-03-23 00:00:00
Create Date: 1990-04-02 00:00:00
Update Date: 1995-04-25 00:00:00
DEC Region: 7
Lead DEC: VOLLMER
Reported by: DEC
Referred to:
County: Onondaga
Latitude(s):
Longitude(s):

EXCAVATING TRENCH. OIL FLOATING ON GROUNDWATER.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV 03/23/90: DHWR TO FOLLOWUP ON DISPOSAL.

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

OP Unit ID: 937987
OU: 01
Material ID: 441761
Material Code: 0066A
Material Name: unknown petroleum
CAS No:
Material Family: Petroleum
Quantity: 55.00
Units:
Recovered: 55.00
Med Soil: False

Med Air: False
Med Ind Air: False
Med GW: True
Med SW: False
Med DW: False
Med Sewer: False
Med Surf: False
Med Subway: False
Med Utility: False
Oxygenate:

Site: **CARISALE MALL**

Spill No:	9906401	Spill Date:	1999-08-30 06:45:00
Site ID:	85861	Rcvd Date:	1999-08-30 07:05:00
DER Facility ID:	213043	CAC Date:	
CID:	257	Insp Date:	
Program Type:	ER	Close Date:	1999-08-31 00:00:00
SWIS Code:	3415	Create Date:	1999-08-30 00:00:00
Contribute Factor:	Equipment Failure	Update Date:	1999-08-31 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial Vehicle	Lead DEC:	CFMANNES
Class:	D5	Reported by:	Responsible Party
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	True	Longitude(s):	
UST Trust:	False		
Caller Remark:			

spill was onto blacktop and is being cleaned up at this time

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM

Spiller Information

Spiller Name:	CALLER	Spiller Zip:	13206-
Spiller Company:	CAPITAL ENVIRONMENTAL	Spiller Country:	001
Spiller Address:	3496 COURT ST RD	Contact Name:	ED HOPKINS
Spiller City:	SYRACUSE	Contact Phone:	(315) 437-2205
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	1084832	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	302674	Med GW:	False
Material Code:	0010	Med SW:	False
Material Name:	hydraulic oil	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	2.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	2.00	Oxygenate:	False
Med Soil:	True		

Site: **BUCKEYE TERMINAL**
HIAWATHA BLVD SYRACUSE NY

Spill No:	8706539	Spill Date:	1987-11-02 13:50:00
Site ID:	106078	Rcvd Date:	1987-11-02 13:50:00
DER Facility ID:	213043	CAC Date:	1987-11-02 00:00:00
CID:		Insp Date:	
Program Type:	ER	Close Date:	1987-11-02 00:00:00
SWIS Code:	3415	Create Date:	1987-11-25 00:00:00
Contribute Factor:	Unknown	Update Date:	1988-11-08 00:00:00
Water Body:	BARGE CANAL	DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	VOLLMER
Class:		Reported by:	Citizen
Meets Std:	True	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	False	Longitude(s):	
UST Trust:	False		
Caller Remark:			

ANONYMOUS REPORT OF SPILL AT BUCKEYE.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was DV // : ANNOYMOUR CALLER IS SAYING BUCKEYE IS TRYING TO COVER UP ANOTHER SPILL. // : ANNOYMOUS CALLER IS SAYING BUCKEYE IS TRYING TO COVER UP ANOTHER SPILLRESPONSE BY AIR POLLUTION SECTION. // : ANNOYMOUS CALLER IS SAYING BUCKEYE IS TRYING TO COVER UP ANOTHER SPILLRESPONSE BY AIR POLLUTION SECTION. NO RESPONSE MADE.

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	BUCKEYE BULK PLANT	Spiller Country:	001
Spiller Address:	OIL CITY	Contact Name:	
Spiller City:	SYRACUSE	Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	912473	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	465548	Med GW:	False
Material Code:	0009	Med SW:	True
Material Name:	gasoline	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:		Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	False		

Site: FREE STREET SUBSTATION
HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No:	9713968	Spill Date:	1997-11-19 12:00:00
Site ID:	260867	Rcvd Date:	1998-03-17 18:16:00
DER Facility ID:	213043	CAC Date:	
CID:	999	Insp Date:	
Program Type:	ER	Close Date:	2009-01-14 00:00:00
SWIS Code:	3415	Create Date:	1998-03-17 00:00:00
Contribute Factor:	Unknown	Update Date:	2009-01-14 14:28:02.160000000
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	CFMANNES
Class:	D3	Reported by:	Responsible Party
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	True	Longitude(s):	
UST Trust:	False		
Caller Remark:			

THIS SITE IS ONE OF (32) THIRTY TWO ELECTRIC SUBSTATION SITES THAT A PRELIMINARY SITE ASSESSMENT IS BEING PROPOSED FOR UNDER NMPC'S SITE INVESTIGATION AND REMEDIATION (SIR) PROGRAM AND A MUTI-SITE DEC CONSENT ORDER. NMPC WILL COORDINATE THE PSA WITH REGIONAL SPILL ENGINEER.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was CM

Spiller Information

Spiller Name:	MICHAEL SHERMAN	Spiller Zip:	13202-
Spiller Company:	NIAGARA MOHAWK POWER CORP	Spiller Country:	001
Spiller Address:	300 ERIE BLVD WEST	Contact Name:	UNK
Spiller City:	SYRACUSE	Contact Phone:	(000) 000-0000
Spiller State:	NY	Contact Ext:	

Site: ROTH STEEL
HIAWATHA BOULEVARD SYRACUSE NY

NY SPILLS

Spill No:	1407231	Spill Date:	2014-10-10 11:00:00
Site ID:	500739	Rcvd Date:	2014-10-10 11:10:00
DER Facility ID:	455742	CAC Date:	
CID:		Insp Date:	
Program Type:	ER	Close Date:	2015-10-28 00:00:00
SWIS Code:	3415	Create Date:	2014-10-10 11:58:00
Contribute Factor:	Abandoned Drums	Update Date:	2015-10-28 10:53:13.857000000
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	RJBRAZEL
Class:	B2	Reported by:	DEC
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	43.061075000
After Hours:	False	Longitude(s):	-76.180147000
UST Trust:			
Caller Remark:			

during a site inspection abandoned drums were found in a building

DEC Remark:

DEC was never called in to address drums. Onondaga IDA has taken the property and has entered the Brownfield program

Spiller Information

Spiller Name:		Spiller Zip:	13204
Spiller Company:	Roth Steel	Spiller Country:	999
Spiller Address:	800 Hiawatha Blvd. W	Contact Name:	
Spiller City:	syracuse	Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	1250135	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	2251815	Med GW:	False
Material Code:	0063A	Med SW:	False
Material Name:	unknown hazardous material	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Hazardous Material	Med Surf:	True
Quantity:	1.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:		Oxygenate:	
Med Soil:	False		

Site: ROTH BROTHERS STEEL
HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No:	0216102	Spill Date:	2003-03-24 16:06:00
Site ID:	260855	Rcvd Date:	2003-03-24 16:06:00
DER Facility ID:	213043	CAC Date:	
CID:		Insp Date:	2003-03-24 00:00:00
Program Type:	ER	Close Date:	2004-03-25 00:00:00
SWIS Code:	3415	Create Date:	2003-03-24 16:09:00
Contribute Factor:	Housekeeping	Update Date:	2004-03-25 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	BFMATTHE
Class:	C3	Reported by:	DEC
Meets Std:	False	Referred to:	
Penalty:	True	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	False	Longitude(s):	
UST Trust:	False		
Caller Remark:			

Inspection of property shows contamination.

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was BM sampled property at the request of BECI Officer Dunk

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:	SAME	Spiller Country:	999
Spiller Address:		Contact Name:	
Spiller City:		Contact Phone:	
Spiller State:	NY	Contact Ext:	

Material Information

OP Unit ID:	866424	Med Air:	False
OU:	01	Med Ind Air:	False
Material ID:	512673	Med GW:	False
Material Code:	0005A	Med SW:	False
Material Name:	auto waste fluids	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	True		

Site: ROTELLAS AUTO
HIAWATHA BLVD SYRACUSE NY

NY SPILLS

Spill No:	9510831	Spill Date:	1995-11-14 12:00:00
Site ID:	132167	Rcvd Date:	1995-11-28 11:00:00
DER Facility ID:	213043	CAC Date:	
CID:	270	Insp Date:	
Program Type:	ER	Close Date:	1995-12-13 00:00:00
SWIS Code:	3415	Create Date:	1995-11-28 00:00:00
Contribute Factor:	Unknown	Update Date:	1995-12-13 00:00:00
Water Body:		DEC Region:	7
Source:	Commercial/Industrial	Lead DEC:	RJBRAZEL
Class:	D4	Reported by:	Other
Meets Std:	False	Referred to:	
Penalty:	False	County:	Onondaga
REM Phase:	0	Latitude(s):	
After Hours:	False	Longitude(s):	
UST Trust:	False		
Caller Remark:			

SITE ASSMENT PERFORMED BY PLUMLY ENGINEERING DISCOVERED SECERAL AREAS OF LEAD CONTAMINATION OND ONE HIT OF KEROSENE CONTAMINATION AT 190 PPB

DEC Remark:

Prior to Sept, 2004 data translation this spill Lead_DEC Field was RB

Spiller Information

Spiller Name:		Spiller Zip:	
Spiller Company:		Spiller Country:	001
Spiller Address:		Contact Name:	ED KORNAHRENS
Spiller City:	***Update***	Contact Phone:	
Spiller State:	ZZ	Contact Ext:	

Material Information

OP Unit ID:	1021369	Med Air:	False
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OU:	01	Med Ind Air:	False
Material ID:	358184	Med GW:	True
Material Code:	0012A	Med SW:	False
Material Name:	kerosene	Med DW:	False
CAS No:		Med Sewer:	False
Material Family:	Petroleum	Med Surf:	False
Quantity:	.00	Med Subway:	False
Units:	G	Med Utility:	False
Recovered:	.00	Oxygenate:	
Med Soil:	False		

Site: **NYS DOT BIN 1049600**
RTE 690 EB & STATE FAIR BLVD RAMP N ACCESS TO PARKING GEDDES NY 13209

RCRA CESQG

EPA Handler ID: NYR000115444
Gen Status Universe: Conditionally Exempt Small Quantity Generator
Contact Name: WARREN L UNDERWOOD II
Contact Address: 109, S WARREN ST - 5TH FL, NYS DOT CONSTRUCTION, SYRACUSE, NY, 13202, US
Contact Phone No and Ext: 315-414-0069
Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20070101
Handler Name: NYS DOT BIN 1049600
Generator Status Universe: Conditionally Exempt Small Quantity Generator
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20060101
Handler Name: NYS DOT BIN 1049600
Generator Status Universe: Conditionally Exempt Small Quantity Generator
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20030424
Handler Name: NYSDOT BIN 1049600
Generator Status Universe: Conditionally Exempt Small Quantity Generator
Source Type: N

Waste Code Details

Hazardous Waste Code: D008
Waste Code Description: LEAD

Site: NYSDOT BIN 1049580
RTE 690 & STATE FAIR BLVD RAMP R - ACCESS TO PARKING A GEDDES NY 13209

RCRA CESQG

EPA Handler ID: NYR000115436
Gen Status Universe: Conditionally Exempt Small Quantity Generator
Contact Name: WARREN L UNDERWOOD II
Contact Address: 109, S WARREN ST - 5TH FL, NYSDOT CONSTRUCTION, SYRACUSE, NY, 13202, US
Contact Phone No and Ext: 315-414-0069
Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20070101
Handler Name: NYSDOT BIN 1049580
Generator Status Universe: Conditionally Exempt Small Quantity Generator
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20060101
Handler Name: NYSDOT BIN 1049580
Generator Status Universe: Conditionally Exempt Small Quantity Generator
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20030424
Handler Name: NYSDOT BIN 1049580
Generator Status Universe: Conditionally Exempt Small Quantity Generator
Source Type: N

Waste Code Details

Hazardous Waste Code: D008
Waste Code Description: LEAD

Site: NEW YORK STATE FAIR
STATE FAIR BLVD SYRACUSE NY 13209

RCRA CESQG

EPA Handler ID: NYD095578720
Gen Status Universe: Conditionally Exempt Small Quantity Generator
Contact Name:
Contact Address: STATE FAIR BLVD, , SYRACUSE, NY, 13209, US
Contact Phone No and Ext:
Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20070101
Handler Name: NEW YORK STATE FAIR
Generator Status Universe: Conditionally Exempt Small Quantity Generator
Source Type: I

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20060101
Handler Name: NEW YORK STATE FAIR
Generator Status Universe: Conditionally Exempt Small Quantity Generator

Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19990714
Handler Name: NEW YORK STATE FAIR
Generator Status Universe: Conditionally Exempt Small Quantity Generator
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19960708
Handler Name: NYS FAIR
Generator Status Universe: Conditionally Exempt Small Quantity Generator
Source Type: R

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19880812
Handler Name: NEW YORK STATE FAIR
Generator Status Universe: Conditionally Exempt Small Quantity Generator
Source Type: N

Waste Code Details

Hazardous Waste Code: D000
Waste Code Description: DESCRIPTION

Site: SPECIALTY METALS CRUCIBLE LANDFILL
STATE FAIR BLVD WASTEBED GEDDES NY 13209

RCRA CORRACTS

EPA Handler ID: NYD085161008
Gen Status Universe: No Report
Contact Name: ROBERT WILLS
Contact Address: PO BOX 977, , SYRACUSE, NY, 13201, US
Contact Phone No and Ext:
Contact Email: RHWILLS@CRUMETALS.COM
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date:

Event/Area Details

Area Name: SITEWIDE
Event Code: CA075LO
Corrective Action Event Descri: CA PRIORITIZATION-LOW CA PRIORITY
Actual Date of Event: 19921208
Orig Sched Event Date:
New Sched Event Date:
Best Date: 19921208
Groundwater Release Indicator: Yes
Soil Release Indicator: Yes
Air Release Indicator: Yes
Surface Waste Release Ind: Yes
Event Responsible Agency: EPA

Area Name: SITEWIDE
Event Code: CA577
Corrective Action Event Descri: FINAL CORRECTIVE MEASURES EVALUATION
Actual Date of Event: 20140501
Orig Sched Event Date:

New Sched Event Date:
Best Date: 20140501
Groundwater Release Indicator: Yes
Soil Release Indicator: Yes
Air Release Indicator: Yes
Surface Waste Release Ind: Yes
Event Responsible Agency: State

Area Name: SITEWIDE
Event Code: CA725YE
Corrective Action Event Descri: HUMAN EXPOSURES CONTROLLED DETERMINATION-YES, APPLICABLE AS OF THIS DATE
Actual Date of Event: 20100329
Orig Sched Event Date:
New Sched Event Date:
Best Date: 20100329
Groundwater Release Indicator: Yes
Soil Release Indicator: Yes
Air Release Indicator: Yes
Surface Waste Release Ind: Yes
Event Responsible Agency: State

Area Name: SITEWIDE
Event Code: CA050
Corrective Action Event Descri: RFA COMPLETED
Actual Date of Event: 19880928
Orig Sched Event Date:
New Sched Event Date:
Best Date: 19880928
Groundwater Release Indicator: Yes
Soil Release Indicator: Yes
Air Release Indicator: Yes
Surface Waste Release Ind: Yes
Event Responsible Agency: EPA

Area Name: SITEWIDE
Event Code: CA225NR
Corrective Action Event Descri: STABILIZATION MEASURES EVALUATION-FACILITY NOT AMENABLE TO STABILIZATION
Actual Date of Event: 19940330
Orig Sched Event Date:
New Sched Event Date:
Best Date: 19940330
Groundwater Release Indicator: Yes
Soil Release Indicator: Yes
Air Release Indicator: Yes
Surface Waste Release Ind: Yes
Event Responsible Agency: EPA

Area Name: SITEWIDE
Event Code: CA750YE
Corrective Action Event Descri: RELEASE TO GW CONTROLLED DETERMINATION-YES, APPLICABLE AS OF THIS DATE
Actual Date of Event: 20100916
Orig Sched Event Date:
New Sched Event Date:
Best Date: 20100916
Groundwater Release Indicator: Yes
Soil Release Indicator: Yes
Air Release Indicator: Yes
Surface Waste Release Ind: Yes
Event Responsible Agency: State

Area Name: SITEWIDE
Event Code: CA577
Corrective Action Event Descri: FINAL CORRECTIVE MEASURES EVALUATION
Actual Date of Event: 20180307
Orig Sched Event Date:
New Sched Event Date:
Best Date: 20180307
Groundwater Release Indicator: Yes
Soil Release Indicator: Yes
Air Release Indicator: Yes
Surface Waste Release Ind: Yes

Event Responsible Agency: State
Area Name: SITEWIDE
Event Code: CA550RC
Corrective Action Event Descri: REMEDY CONSTRUCTION-REMEDY CONSTRUCTED
Actual Date of Event: 20110919
Orig Sched Event Date:
New Sched Event Date:
Best Date: 20110919
Groundwater Release Indicator: Yes
Soil Release Indicator: Yes
Air Release Indicator: Yes
Surface Waste Release Ind: Yes
Event Responsible Agency: State

Area Name: SITEWIDE
Event Code: CA400
Corrective Action Event Descri: REMEDY DECISION
Actual Date of Event: 20110919
Orig Sched Event Date:
New Sched Event Date:
Best Date: 20110919
Groundwater Release Indicator: Yes
Soil Release Indicator: Yes
Air Release Indicator: Yes
Surface Waste Release Ind: Yes
Event Responsible Agency: State

Area Name: SITEWIDE
Event Code: CA577
Corrective Action Event Descri: FINAL CORRECTIVE MEASURES EVALUATION
Actual Date of Event: 20130412
Orig Sched Event Date:
New Sched Event Date:
Best Date: 20130412
Groundwater Release Indicator: Yes
Soil Release Indicator: Yes
Air Release Indicator: Yes
Surface Waste Release Ind: Yes
Event Responsible Agency: State

Area Name: SITEWIDE
Event Code: CA577
Corrective Action Event Descri: FINAL CORRECTIVE MEASURES EVALUATION
Actual Date of Event: 20020417
Orig Sched Event Date:
New Sched Event Date:
Best Date: 20020417
Groundwater Release Indicator: Yes
Soil Release Indicator: Yes
Air Release Indicator: Yes
Surface Waste Release Ind: Yes
Event Responsible Agency: State

Area Name: SITEWIDE
Event Code: CA577
Corrective Action Event Descri: FINAL CORRECTIVE MEASURES EVALUATION
Actual Date of Event: 20150331
Orig Sched Event Date:
New Sched Event Date:
Best Date: 20150331
Groundwater Release Indicator: Yes
Soil Release Indicator: Yes
Air Release Indicator: Yes
Surface Waste Release Ind: Yes
Event Responsible Agency: State

Area Name: SITEWIDE
Event Code: CA210
Corrective Action Event Descri: REFERRED TO A NON-RCRA AUTHORITY
Actual Date of Event: 19940908

Orig Sched Event Date:
New Sched Event Date:
Best Date: 19940908
Groundwater Release Indicator: Yes
Soil Release Indicator: Yes
Air Release Indicator: Yes
Surface Waste Release Ind: Yes
Event Responsible Agency: EPA

Area Name: SITEWIDE
Event Code: CA577
Corrective Action Event Descri: FINAL CORRECTIVE MEASURES EVALUATION
Actual Date of Event: 20170325
Orig Sched Event Date:
New Sched Event Date:
Best Date: 20170325
Groundwater Release Indicator: Yes
Soil Release Indicator: Yes
Air Release Indicator: Yes
Surface Waste Release Ind: Yes
Event Responsible Agency: State

Violation/Evaluation Summary

Note: VIOLATION or UNDETERMINED: There are VIOLATION or UNDETERMINED details or records associated with this facility (EPA ID) in the Compliance Monitoring and Enforcement table dated Aug, 2018.

Violation Details

Citation: SR - 373-3.8(f)
Violation Short Description: TSD - Financial Requirements
Violation Determined Date: 20040820
Return to Compliance Date: 20050722
Violation Responsible Agency: State

Enforcement Details

Enforcement Type Description: INITIAL 3008(A) COMPLIANCE
Enforcement Action Date: 20040910
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount: 37500
Final Amount:
Paid Amount:

Enforcement Type Description: FINAL 3008(A) COMPLIANCE ORDER
Enforcement Action Date: 20050725
Enf Disposition Status: ACTION SATISFIED (CASE CLOSED)
Disposition Status Date: 20050725
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount: 10000
Paid Amount: 10000

Violation Details

Citation:
Violation Short Description: TSD - General
Violation Determined Date: 19970311
Return to Compliance Date: 19970320
Violation Responsible Agency: State

Enforcement Details

Enforcement Type Description: WRITTEN INFORMAL
Enforcement Action Date: 19970311

Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation:
Violation Short Description: TSD IS-Ground-Water Monitoring
Violation Determined Date: 19911120
Return to Compliance Date: 19971106
Violation Responsible Agency: State

Enforcement Details

Enforcement Type Description: WRITTEN INFORMAL
Enforcement Action Date: 19911120
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation:
Violation Short Description: TSD IS-Closure/Post-Closure
Violation Determined Date: 20110218
Return to Compliance Date: 20121016
Violation Responsible Agency: State

Enforcement Details

Enforcement Type Description: WRITTEN INFORMAL
Enforcement Action Date: 20110304
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation:
Violation Short Description: TSD IS-Closure/Post-Closure
Violation Determined Date: 20110909
Return to Compliance Date: 20121016
Violation Responsible Agency: State

Enforcement Details

Enforcement Type Description: WRITTEN INFORMAL
Enforcement Action Date: 20110920
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation:
Violation Short Description: TSD IS-Ground-Water Monitoring
Violation Determined Date: 19930909
Return to Compliance Date: 19940324
Violation Responsible Agency: State

Enforcement Details

Enforcement Type Description: FINAL 3008(A) COMPLIANCE ORDER
Enforcement Action Date: 19940324
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount: 10000
Paid Amount:

Enforcement Type Description: INITIAL 3008(A) COMPLIANCE
Enforcement Action Date: 19930910
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount: 10000
Final Amount:
Paid Amount:

Evaluation Details

Evaluation Start Date: 20180307
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20170712
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20170315
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20160923
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20151202
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20150331
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20140501
Evaluation Type Description: GROUNDWATER MONITORING EVALUATION
Violation Short Description:
Return to Compliance Date:

Evaluation Agency: State
Evaluation Start Date: 20140501
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State
Evaluation Start Date: 20130924
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State
Evaluation Start Date: 20130412
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State
Evaluation Start Date: 20121016
Evaluation Type Description: FOLLOW-UP INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State
Evaluation Start Date: 20120322
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State
Evaluation Start Date: 20111007
Evaluation Type Description: GROUNDWATER MONITORING EVALUATION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State
Evaluation Start Date: 20110909
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description: TSD IS-Closure/Post-Closure
Return to Compliance Date: 20121016
Evaluation Agency: State
Evaluation Start Date: 20110218
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description: TSD IS-Closure/Post-Closure
Return to Compliance Date: 20121016
Evaluation Agency: State
Evaluation Start Date: 20090917
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State
Evaluation Start Date: 20081031
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State
Evaluation Start Date: 20080325
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State
Evaluation Start Date: 20070914
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:

Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20070330
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20061017
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20060830
Evaluation Type Description: FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: EPA

Evaluation Start Date: 20060711
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20051116
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20051031
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20050722
Evaluation Type Description: NOT A SIGNIFICANT NON-COMPLIER
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20050413
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20040921
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20040823
Evaluation Type Description: SIGNIFICANT NON-COMPLIER
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20040820
Evaluation Type Description: FINANCIAL RECORD REVIEW
Violation Short Description: TSD - Financial Requirements
Return to Compliance Date: 20050722
Evaluation Agency: State

Evaluation Start Date: 20030620
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE

Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20020927
Evaluation Type Description: GROUNDWATER MONITORING EVALUATION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20000331
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19990527
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19990225
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19990212
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19980330
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19971106
Evaluation Type Description: GROUNDWATER MONITORING EVALUATION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19970326
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19970226
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description: TSD - General
Return to Compliance Date: 19970320
Evaluation Agency: State

Evaluation Start Date: 19960315
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19950315
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19950307

Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19930909
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description: TSD IS-Ground-Water Monitoring
Return to Compliance Date: 19940324
Evaluation Agency: State

Evaluation Start Date: 19930901
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19930317
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19920309
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19911120
Evaluation Type Description: GROUNDWATER MONITORING EVALUATION
Violation Short Description: TSD IS-Ground-Water Monitoring
Return to Compliance Date: 19971106
Evaluation Agency: State

Evaluation Start Date: 19910930
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19910212
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19900301
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19890331
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19880108
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19870413
Evaluation Type Description: FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19870303
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Handler Summary

Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 4
Receive Date: 20070101
Handler Name: SPECIALTY METALS CRUCIBLE LANDFILL
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20060101
Handler Name: SPECIALTY METALS CRUCIBLE LANDFILL
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20030304
Handler Name: SPECIALTY METALS CRUCIBLE LANDFILL
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19990708
Handler Name: SPECIALTY METALS CRUCIBLE LANDFILL
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19801119
Handler Name: SPECIALTY METALS CRUCIBLE LANDFILL
Generator Status Universe: No Report
Source Type: A

Waste Code Details

Hazardous Waste Code: D000
Waste Code Description: DESCRIPTION

Hazardous Waste Code: D006
Waste Code Description: CADMIUM

Hazardous Waste Code: K061
Waste Code Description: EMISSION CONTROL DUST/SLUDGE FROM THE PRIMARY PRODUCTION OF STEEL IN ELECTRIC FURNACES.

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19800818
Handler Name: SPECIALTY METALS CRUCIBLE LANDFILL
Generator Status Universe: No Report
Source Type: N

Waste Code Details

Hazardous Waste Code: D000
Waste Code Description: DESCRIPTION

Hazardous Waste Code: D002
Waste Code Description: CORROSIVE WASTE

Hazardous Waste Code: D006
Waste Code Description: CADMIUM

Hazardous Waste Code: F001
Waste Code Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING: TETRACHLOROETHYLENE, TRICHLOROETHYLENE, METHYLENE CHLORIDE, 1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE AND CHLORINATED FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING 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 F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Hazardous Waste Code: F007
Waste Code Description: SPENT CYANIDE PLATING BATH SOLUTIONS FROM ELECTROPLATING OPERATIONS.

Hazardous Waste Code: F008
Waste Code Description: PLATING BATH RESIDUES FROM THE BOTTOM OF PLATING BATHS FROM ELECTROPLATING OPERATIONS IN WHICH CYANIDES ARE USED IN THE PROCESS.

Hazardous Waste Code: F009
Waste Code Description: SPENT STRIPPING AND CLEANING BATH SOLUTIONS FROM ELECTROPLATING OPERATIONS IN WHICH CYANIDES ARE USED IN THE PROCESS.

Hazardous Waste Code: F010
Waste Code Description: QUENCHING BATH RESIDUES FROM OIL BATHS FROM METAL HEAT TREATING OPERATIONS IN WHICH CYANIDES ARE USED IN THE PROCESS.

Hazardous Waste Code: F011
Waste Code Description: SPENT CYANIDE SOLUTIONS FROM SLAT BATH POT CLEANING FROM METAL HEAT TREATING OPERATIONS.

Hazardous Waste Code: K061
Waste Code Description: EMISSION CONTROL DUST/SLUDGE FROM THE PRIMARY PRODUCTION OF STEEL IN ELECTRIC FURNACES.

Hazardous Waste Code: K062
Waste Code Description: SPENT PICKLE LIQUOR FROM STEEL FINISHING OPERATIONS OF PLANTS THAT PRODUCE IRON OR STEEL.

Hazardous Waste Code: P029
Waste Code Description: COPPER CYANIDE (OR) COPPER CYANIDE CU(CN)

Hazardous Waste Code: P030
Waste Code Description: CYANIDES (SOLUBLE CYANIDE SALTS), NOT OTHERWISE SPECIFIED

Hazardous Waste Code: P106
Waste Code Description: SODIUM CYANIDE (OR) SODIUM CYANIDE NA(CN)

Hazardous Waste Code: U002
Waste Code Description: 2-PROPANONE (I) (OR) ACETONE (I)

Hazardous Waste Code: U117
Waste Code Description: ETHANE, 1,1'-OXYBIS-(I) (OR) ETHYL ETHER (I)

Hazardous Waste Code: U134
Waste Code Description: HYDROFLUORIC ACID (C,T) (OR) HYDROGEN FLUORIDE (C,T)

Hazardous Waste Code: U135
Waste Code Description: HYDROGEN SULFIDE (OR) HYDROGEN SULFIDE H2S

Hazardous Waste Code: U154
Waste Code Description: METHANOL (I) (OR) METHYL ALCOHOL (I)

Hazardous Waste Code: U220
Waste Code Description: BENZENE, METHYL- (OR) TOLUENE

Hazardous Waste Code: U239
Waste Code Description: BENZENE, DIMETHYL- (I,T) (OR) XYLENE (I)

Site: ***NYSDOT BIN 1050001 930B WEST GENESEE STREET
W GENESEE ST SYRACUSE NY 13206***

RCRA LQG

EPA Handler ID: NYD986885689
Gen Status Universe: Large Quantity Generator
Contact Name: RICHARD S STEELE
Contact Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Phone No and Ext: 315-448-7363
Contact Email: RICH.STEELE@DOT.NY.GOV
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20170525

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20170525
Handler Name: NYSDOT BIN 1050001 930B WEST GENESEE STREET

Generator Status Universe: Large Quantity Generator
Source Type: I

Waste Code Details

Hazardous Waste Code: D008
Waste Code Description: LEAD

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20141027
Handler Name: NYSDOT BIN 1050001 930B WEST GENESEE STREET
Generator Status Universe: Large Quantity Generator
Source Type: B

Waste Code Details

Hazardous Waste Code: D008
Waste Code Description: LEAD

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20070101
Handler Name: NYSDOT BIN 1050001 D252885
Generator Status Universe: Large Quantity Generator
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20060101
Handler Name: NYSDOT BIN 1050001 D252885
Generator Status Universe: Large Quantity Generator
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19891122
Handler Name: NYSDOT BIN 1050001 D252885
Generator Status Universe: Large Quantity Generator
Source Type: N

Waste Code Details

Hazardous Waste Code: D000
Waste Code Description: DESCRIPTION

Hazardous Waste Code: D008
Waste Code Description: LEAD

Site: NYSDOT BIN 1093390
RTE 5 OVER ROADWAY A SYRACUSE NY 13219

RCRA NON GEN

EPA Handler ID: NYD986941672
Gen Status Universe: No Report
Contact Name:
Contact Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Phone No and Ext:
Contact Email:
Contact Country: US
County Name: ONONDAGA

EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Full Mailing Info: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20070101
Handler Name: NYSDOT BIN 1093390
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20060101
Handler Name: NYSDOT BIN 1093390
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19920530
Handler Name: NEW YORK STATE DEPT OF TRANSPORATION
Generator Status Universe: No Report
Source Type: R

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19920117
Handler Name: NYSDOT BIN 1093390
Generator Status Universe: No Report
Source Type: I

Waste Code Details

Hazardous Waste Code: NONE
Waste Code Description: DESCRIPTION

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19910219
Handler Name: NYSDOT BIN 1093390
Generator Status Universe: No Report
Source Type: N

Waste Code Details

Hazardous Waste Code: D008
Waste Code Description: LEAD

Site: NYSDOT BRIDGE BIN 1002070
RTE 5 OVER WEST ST ARTERIAL SYRACUSE NY 13202

RCRA NON GEN

EPA Handler ID: NYR000060269
Gen Status Universe: No Report
Contact Name: DAVID BEITER
Contact Address: 109, S WARREN ST, , SYRACUSE, NY, 13202, US
Contact Phone No and Ext: 315-635-3986
Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Full Mailing Info: 109, S WARREN ST, , SYRACUSE, NY, 13202, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20070101
Handler Name: NYSDOT BRIDGE BIN 1002070
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20060101
Handler Name: NYSDOT BRIDGE BIN 1002070

Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19980910
Handler Name: NYSDOT BRIDGE BIN 1002070
Generator Status Universe: No Report
Source Type: N

Waste Code Details

Hazardous Waste Code: D000
Waste Code Description: DESCRIPTION

Hazardous Waste Code: D008
Waste Code Description: LEAD

Site: NYS FAIR GROUNDS SUB
STATE FAIR BLVD SOLVAY NY 13209

RCRA NON GEN

EPA Handler ID: NYD980782916
Gen Status Universe: No Report
Contact Name:
Contact Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Phone No and Ext:
Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Full Mailing Info: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20070101
Handler Name: NYS FAIR GROUNDS SUB
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20060101
Handler Name: NYS FAIR GROUNDS SUB
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19990708
Handler Name: NYS FAIR GROUNDS SUB
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19841120
Handler Name: NYS FAIR GROUNDS SUB
Generator Status Universe: No Report
Source Type: N

Waste Code Details

Hazardous Waste Code: D000
Waste Code Description: DESCRIPTION

Hazardous Waste Code: X002
Waste Code Description: DESCRIPTION

Site: **ARMAND PRODUCTS CO**
MILTON AVE 3/4 MI E OF BRIDGE ST SOLVAY NY 13209

RCRA NON GEN

EPA Handler ID: NYD986965382
Gen Status Universe: No Report
Contact Name:
Contact Address: 469, N HARRISON ST, , PRINCETON, NY, 08543-5297, US
Contact Phone No and Ext:
Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: NO VIOLATIONS: All of the compliance records associated with this facility (EPA ID) indicate NO VIOLATIONS; Compliance Monitoring and Enforcement table dated Aug, 2018.

Evaluation Details

Evaluation Start Date: 19971119
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Handler Summary

Full Mailing Info: 469, N HARRISON ST, , PRINCETON, NY, 08543-5297, US
Importer Activity: No

Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20070101
Handler Name: ARMAND PRODUCTS CO
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20060101
Handler Name: ARMAND PRODUCTS CO
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19990708
Handler Name: ARMAND PRODUCTS CO
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19920218
Handler Name: ARMAND PROD.
Generator Status Universe: No Report
Source Type: R

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19910801
Handler Name: ARMAND PRODUCTS CO
Generator Status Universe: No Report
Source Type: N

Waste Code Details

Hazardous Waste Code: D002
Waste Code Description: CORROSIVE WASTE

Site: SALT CITY COGENERATION PROJECT
MILTON AVE GEDDES NY 13209

RCRA NON GEN

EPA Handler ID: NYD986908994
Gen Status Universe: No Report

Contact Name:
Contact Address: PO BOX 430, , SOLVAY, NY, 13209, US
Contact Phone No and Ext:
Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Full Mailing Info: PO BOX 430, , SOLVAY, NY, 13209, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20070101
Handler Name: SALT CITY COGENERATION PROJECT
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20060101
Handler Name: SALT CITY COGENERATION PROJECT
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19990708
Handler Name: SALT CITY COGENERATION PROJECT
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19920227
Handler Name: SALT CITY COGENERATION PROJECT
Generator Status Universe: No Report
Source Type: R

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19900806
Handler Name: SALT CITY COGENERATION PROJECT
Generator Status Universe: No Report
Source Type: N

Waste Code Details

Hazardous Waste Code: D002
Waste Code Description: CORROSIVE WASTE

Site: **SUNOCO SERVICE STATION**
ERIE BLVD E DEWITT NY 13214

RCRA NON GEN

EPA Handler ID: NYD000696062
Gen Status Universe: No Report
Contact Name:
Contact Address: ERIE BLVD E, , DEWITT, NY, 13214, US
Contact Phone No and Ext:
Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Full Mailing Info: ERIE BLVD E, , DEWITT, NY, 13214, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20070101
Handler Name: SUNOCO SERVICE STATION
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20060101
Handler Name: SUNOCO SERVICE STATION

Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19990708
Handler Name: SUNOCO SERVICE STATION
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19800818
Handler Name: SUNOCO SERVICE STATION
Generator Status Universe: No Report
Source Type: N

Waste Code Details

Hazardous Waste Code: D000
Waste Code Description: DESCRIPTION

Hazardous Waste Code: D001
Waste Code Description: IGNITABLE WASTE

Site: **ROCKWELL BUILDING**
FAYETTE ST SYRACUSE NY 13201

RCRA NON GEN

EPA Handler ID: NYD981876907
Gen Status Universe: No Report
Contact Name:
Contact Address: PO BOX 7057, , SYRACUSE, NY, 13261, US
Contact Phone No and Ext:
Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Full Mailing Info: PO BOX 7057, , SYRACUSE, NY, 13261, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20070101
Handler Name: ROCKWELL BUILDING
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20060101
Handler Name: ROCKWELL BUILDING
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19990708
Handler Name: ROCKWELL BUILDING
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19870209
Handler Name: ROCKWELL BUILDING
Generator Status Universe: No Report
Source Type: N

Waste Code Details

Hazardous Waste Code: X002
Waste Code Description: DESCRIPTION

Site: **NMPC GERESLOCK SUBSTATION**
HORAN RD - 0.6 MI N OF MILTON AVE GEDDES NY 13209

RCRA NON GEN

EPA Handler ID: NY0000060087
Gen Status Universe: No Report
Contact Name:
Contact Address: 7437, HENRY CLAY BLVD-HAZ WASTE, , LIVERPOOL, NY, 13088, US
Contact Phone No and Ext:
Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Full Mailing Info: 7437, HENRY CLAY BLVD-HAZ WASTE, , LIVERPOOL, NY, 13088, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No

Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20070101
Handler Name: NMPC GERESLOCK SUBSTATION
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20060101
Handler Name: NMPC GERESLOCK SUBSTATION
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19990708
Handler Name: NMPC GERESLOCK SUBSTATION
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19930818
Handler Name: NMPC GERESLOCK SUBSTATION
Generator Status Universe: No Report
Source Type: N

Waste Code Details

Hazardous Waste Code: D000
Waste Code Description: DESCRIPTION

Hazardous Waste Code: D001
Waste Code Description: IGNITABLE WASTE

Hazardous Waste Code: D008
Waste Code Description: LEAD

Hazardous Waste Code: X002
Waste Code Description: DESCRIPTION

Site: NYSDEC-SIMS CASTING
ERIE BLVD EAST SYRACUSE NY 13057-0000

RCRA NON GEN

EPA Handler ID: NYP003602018
Gen Status Universe: No Report
Contact Name: SECTION REPORTING
Contact Address: 625 BROADWAY-REMEDICATION, , ALBANY, NY, 12233-0000, US
Contact Phone No and Ext:

Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 19960103

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Full Mailing Info: 625 BROADWAY-REMEDATION, , ALBANY, NY, 12233-0000, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 19960103
Handler Name: NYSDEC-SIMS CASTING
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19960102
Handler Name: NYSDEC-SIMS CASTING
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19960101
Handler Name: NEW YORK STATE DEC
Generator Status Universe: No Report
Source Type: R

Site: FREE ST SUB
E HIAWATHA BLVD SYRACUSE NY 13208

RCRA NON GEN

EPA Handler ID: NYD980782510
Gen Status Universe: No Report
Contact Name:
Contact Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Phone No and Ext:
Contact Email:
Contact Country: US
County Name: ONONDAGA

EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Full Mailing Info: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20070101
Handler Name: FREE ST SUB
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20060101
Handler Name: FREE ST SUB
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19990708
Handler Name: FREE ST SUB
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19841120
Handler Name: FREE ST SUB
Generator Status Universe: No Report
Source Type: N

Waste Code Details

Hazardous Waste Code: D000
Waste Code Description: DESCRIPTION

Hazardous Waste Code: X002
Waste Code Description: DESCRIPTION

Site: SAFETY-KLEEN OIL SERVICES SYRACUSE
DUKE TERMINAL PARK PART OF LOTS 323 & 324 SYRACUSE NY 13204

RCRA NON GEN

EPA Handler ID: NYD981876923
Gen Status Universe: No Report
Contact Name:
Contact Address: 777, BIG TIMBER RD, , ELGIN, NY, 60123, US
Contact Phone No and Ext:
Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: VIOLATION or UNDETERMINED: There are VIOLATION or UNDETERMINED details or records associated with this facility (EPA ID) in the Compliance Monitoring and Enforcement table dated Aug, 2018.

Violation Details

Citation:
Violation Short Description: Generators - General
Violation Determined Date: 19901204
Return to Compliance Date: 19910208
Violation Responsible Agency: State

Enforcement Details

Enforcement Type Description: WRITTEN INFORMAL
Enforcement Action Date: 19901221
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation:
Violation Short Description: Generators - General
Violation Determined Date: 19871106
Return to Compliance Date: 19900124
Violation Responsible Agency: State

Enforcement Details

Enforcement Type Description: WRITTEN INFORMAL
Enforcement Action Date: 19871106
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Evaluation Details

Evaluation Start Date: 19930420
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE

Violation Short Description:

Return to Compliance Date:

Evaluation Agency: State

Evaluation Start Date:

19901204

Evaluation Type Description:

COMPLIANCE EVALUATION INSPECTION ON-SITE

Violation Short Description:

Generators - General

Return to Compliance Date:

19910208

Evaluation Agency:

State

Evaluation Start Date:

19891005

Evaluation Type Description:

COMPLIANCE EVALUATION INSPECTION ON-SITE

Violation Short Description:

Return to Compliance Date:

Evaluation Agency:

State

Evaluation Start Date:

19880921

Evaluation Type Description:

COMPLIANCE EVALUATION INSPECTION ON-SITE

Violation Short Description:

Return to Compliance Date:

Evaluation Agency:

State

Evaluation Start Date:

19871106

Evaluation Type Description:

FINANCIAL RECORD REVIEW

Violation Short Description:

Generators - General

Return to Compliance Date:

19900124

Evaluation Agency:

State

Handler Summary

Full Mailing Info:

777, BIG TIMBER RD, , ELGIN, NY, 60123, US

Importer Activity:

No

Mixed Waste Generator:

No

Transporter Activity:

No

Transfer Facility:

No

Onsite Burner Exemption:

No

Furnace Exemption:

No

Underground Injection Activity:

No

Commercial TSD:

No

Used Oil Transporter:

No

Used Oil Transfer Facility:

No

Used Oil Processor:

No

Used Oil Refiner:

No

Used Oil Burner:

No

Used Oil Market Burner:

No

Used Oil Spec Marketer:

No

Hazardous Waste Handler Details

Sequence No:

3

Receive Date:

20070101

Handler Name:

SAFETY-KLEEN OIL SERVICES SYRACUSE

Generator Status Universe:

No Report

Source Type:

I

Hazardous Waste Handler Details

Sequence No:

2

Receive Date:

20060101

Handler Name:

SAFETY-KLEEN OIL SERVICES SYRACUSE

Generator Status Universe:

No Report

Source Type:

I

Hazardous Waste Handler Details

Sequence No:

1

Receive Date:

19990708

Handler Name:

SAFETY-KLEEN OIL SERVICES SYRACUSE

Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 19960328
Handler Name: SAFETY-KLEEN CORP
Generator Status Universe: No Report
Source Type: R

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19940324
Handler Name: SAFETY KLEEN
Generator Status Universe: No Report
Source Type: R

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19870210
Handler Name: SAFETY-KLEEN OIL SERVICES SYRACUSE
Generator Status Universe: No Report
Source Type: N

Waste Code Details

Hazardous Waste Code: D000
Waste Code Description: DESCRIPTION

Site: **ONONDAGA COUNTY BIN 3093300**
STATE FAIR BLVD BRIDGE OVER NINE MILE CREEK GEDDES NY 13209

RCRA NON GEN

EPA Handler ID: NYR000093591
Gen Status Universe: No Report
Contact Name: EDWARD REICHERT
Contact Address: 421, MONTGOMERY ST 11TH FL, , SYRACUSE, NY, 13202, US
Contact Phone No and Ext: 315-435-3205
Contact Email: EDWARDREICHERT@ONGOV.NET
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20121205

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Full Mailing Info: BARTON &, LOGUIDICE PC 290 ELWOOD DAVIS, RD BOX 3107, SYRACUSE, NY, 13220, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No

Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20121205
Handler Name: ONONDAGA COUNTY BIN 3093300
Generator Status Universe: No Report
Source Type: I

Waste Code Details

Hazardous Waste Code: D008
Waste Code Description: LEAD

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20120424
Handler Name: ONONDAGA COUNTY BIN 3093300
Generator Status Universe: No Report
Source Type: T

Waste Code Details

Hazardous Waste Code: D008
Waste Code Description: LEAD

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20070101
Handler Name: ONONDAGA CO STATE FAIR BRG
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20060101
Handler Name: ONONDAGA CO STATE FAIR BRG
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20010117
Handler Name: ONONDAGA CO STATE FAIR BRG
Generator Status Universe: No Report
Source Type: N

Waste Code Details

Hazardous Waste Code: D008
Waste Code Description: LEAD

Site: SPECIALTY METALS CRUCIBLE LANDFILL
STATE FAIR BLVD WASTEBED GEDDES NY 13209

RCRA NON GEN

EPA Handler ID: NYD085161008
Gen Status Universe: No Report
Contact Name: ROBERT WILLIS
Contact Address: PO BOX 977, , SYRACUSE, NY, 13201, US
Contact Phone No and Ext:
Contact Email: RHWILLS@CRUMETALS.COM
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: VIOLATION or UNDETERMINED: There are VIOLATION or UNDETERMINED details or records associated with this facility (EPA ID) in the Compliance Monitoring and Enforcement table dated Aug, 2018.

Violation Details

Citation:
Violation Short Description: TSD IS-Ground-Water Monitoring
Violation Determined Date: 19911120
Return to Compliance Date: 19971106
Violation Responsible Agency: State

Enforcement Details

Enforcement Type Description: WRITTEN INFORMAL
Enforcement Action Date: 19911120
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation:
Violation Short Description: TSD - General
Violation Determined Date: 19970311
Return to Compliance Date: 19970320
Violation Responsible Agency: State

Enforcement Details

Enforcement Type Description: WRITTEN INFORMAL
Enforcement Action Date: 19970311
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation: SR - 373-3.8(f)
Violation Short Description: TSD - Financial Requirements
Violation Determined Date: 20040820
Return to Compliance Date: 20050722
Violation Responsible Agency: State

Enforcement Details

Enforcement Type Description: FINAL 3008(A) COMPLIANCE ORDER
Enforcement Action Date: 20050725
Enf Disposition Status: ACTION SATISFIED (CASE CLOSED)
Disposition Status Date: 20050725
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount: 10000
Paid Amount: 10000

Enforcement Type Description: INITIAL 3008(A) COMPLIANCE
Enforcement Action Date: 20040910
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount: 37500
Final Amount:
Paid Amount:

Violation Details

Citation:
Violation Short Description: TSD IS-Closure/Post-Closure
Violation Determined Date: 20110218
Return to Compliance Date: 20121016
Violation Responsible Agency: State

Enforcement Details

Enforcement Type Description: WRITTEN INFORMAL
Enforcement Action Date: 20110304
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation:
Violation Short Description: TSD IS-Closure/Post-Closure
Violation Determined Date: 20110909
Return to Compliance Date: 20121016
Violation Responsible Agency: State

Enforcement Details

Enforcement Type Description: WRITTEN INFORMAL
Enforcement Action Date: 20110920
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation:
Violation Short Description: TSD IS-Ground-Water Monitoring
Violation Determined Date: 19930909
Return to Compliance Date: 19940324
Violation Responsible Agency: State

Enforcement Details

Enforcement Type Description: INITIAL 3008(A) COMPLIANCE
Enforcement Action Date: 19930910
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount: 10000
Final Amount:
Paid Amount:

Enforcement Type Description: FINAL 3008(A) COMPLIANCE ORDER
Enforcement Action Date: 19940324
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount: 10000
Paid Amount:

Evaluation Details

Evaluation Start Date: 20180307
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20170712
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20170315
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20160923
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20151202
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20150331
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20140501
Evaluation Type Description: GROUNDWATER MONITORING EVALUATION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20140501
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20130924

Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20130412
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20121016
Evaluation Type Description: FOLLOW-UP INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20120322
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20111007
Evaluation Type Description: GROUNDWATER MONITORING EVALUATION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20110909
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description: TSD IS-Closure/Post-Closure
Return to Compliance Date: 20121016
Evaluation Agency: State

Evaluation Start Date: 20110218
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description: TSD IS-Closure/Post-Closure
Return to Compliance Date: 20121016
Evaluation Agency: State

Evaluation Start Date: 20090917
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20081031
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20080325
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20070914
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20070330
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20061017
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20060830
Evaluation Type Description: FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: EPA

Evaluation Start Date: 20060711
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20051116
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20051031
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20050722
Evaluation Type Description: NOT A SIGNIFICANT NON-COMPLIER
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20050413
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20040921
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20040823
Evaluation Type Description: SIGNIFICANT NON-COMPLIER
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20040820
Evaluation Type Description: FINANCIAL RECORD REVIEW
Violation Short Description: TSD - Financial Requirements
Return to Compliance Date: 20050722
Evaluation Agency: State

Evaluation Start Date: 20030620
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20020927
Evaluation Type Description: GROUNDWATER MONITORING EVALUATION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20000331
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19990527
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19990225
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19990212
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19980330
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19971106
Evaluation Type Description: GROUNDWATER MONITORING EVALUATION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19970326
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19970226
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description: TSD - General
Return to Compliance Date: 19970320
Evaluation Agency: State

Evaluation Start Date: 19960315
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19950315
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19950307
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19930909
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description: TSD IS-Ground-Water Monitoring
Return to Compliance Date: 19940324

Evaluation Agency: State
Evaluation Start Date: 19930901
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State
Evaluation Start Date: 19930317
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State
Evaluation Start Date: 19920309
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State
Evaluation Start Date: 19911120
Evaluation Type Description: GROUNDWATER MONITORING EVALUATION
Violation Short Description: TSD IS-Ground-Water Monitoring
Return to Compliance Date: 19971106
Evaluation Agency: State
Evaluation Start Date: 19910930
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State
Evaluation Start Date: 19910212
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State
Evaluation Start Date: 19900301
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State
Evaluation Start Date: 19890331
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State
Evaluation Start Date: 19880108
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State
Evaluation Start Date: 19870413
Evaluation Type Description: FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State
Evaluation Start Date: 19870303
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Handler Summary

Full Mailing Info: PO BOX 977, , SYRACUSE, NY, 13201, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 4
Receive Date: 20070101
Handler Name: SPECIALTY METALS CRUCIBLE LANDFILL
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20060101
Handler Name: SPECIALTY METALS CRUCIBLE LANDFILL
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20030304
Handler Name: SPECIALTY METALS CRUCIBLE LANDFILL
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19990708
Handler Name: SPECIALTY METALS CRUCIBLE LANDFILL
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19801119
Handler Name: SPECIALTY METALS CRUCIBLE LANDFILL
Generator Status Universe: No Report
Source Type: A

Waste Code Details

Hazardous Waste Code: D000
Waste Code Description: DESCRIPTION

Hazardous Waste Code: D006
Waste Code Description: CADMIUM

Hazardous Waste Code: K061

Waste Code Description: EMISSION CONTROL DUST/SLUDGE FROM THE PRIMARY PRODUCTION OF STEEL IN ELECTRIC FURNACES.

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19800818
Handler Name: SPECIALTY METALS CRUCIBLE LANDFILL
Generator Status Universe: No Report
Source Type: N

Waste Code Details

Hazardous Waste Code: D000
Waste Code Description: DESCRIPTION

Hazardous Waste Code: D002
Waste Code Description: CORROSIVE WASTE

Hazardous Waste Code: D006
Waste Code Description: CADMIUM

Hazardous Waste Code: F001
Waste Code Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING: TETRACHLOROETHYLENE, TRICHLOROETHYLENE, METHYLENE CHLORIDE, 1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE AND CHLORINATED FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING 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 F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Hazardous Waste Code: F007
Waste Code Description: SPENT CYANIDE PLATING BATH SOLUTIONS FROM ELECTROPLATING OPERATIONS.

Hazardous Waste Code: F008
Waste Code Description: PLATING BATH RESIDUES FROM THE BOTTOM OF PLATING BATHS FROM ELECTROPLATING OPERATIONS IN WHICH CYANIDES ARE USED IN THE PROCESS.

Hazardous Waste Code: F009
Waste Code Description: SPENT STRIPPING AND CLEANING BATH SOLUTIONS FROM ELECTROPLATING OPERATIONS IN WHICH CYANIDES ARE USED IN THE PROCESS.

Hazardous Waste Code: F010
Waste Code Description: QUENCHING BATH RESIDUES FROM OIL BATHS FROM METAL HEAT TREATING OPERATIONS IN WHICH CYANIDES ARE USED IN THE PROCESS.

Hazardous Waste Code: F011
Waste Code Description: SPENT CYANIDE SOLUTIONS FROM SLAT BATH POT CLEANING FROM METAL HEAT TREATING OPERATIONS.

Hazardous Waste Code: K061
Waste Code Description: EMISSION CONTROL DUST/SLUDGE FROM THE PRIMARY PRODUCTION OF STEEL IN ELECTRIC FURNACES.

Hazardous Waste Code: K062
Waste Code Description: SPENT PICKLE LIQUOR FROM STEEL FINISHING OPERATIONS OF PLANTS THAT PRODUCE IRON OR STEEL.

Hazardous Waste Code: P029
Waste Code Description: COPPER CYANIDE (OR) COPPER CYANIDE CU(CN)

Hazardous Waste Code: P030
Waste Code Description: CYANIDES (SOLUBLE CYANIDE SALTS), NOT OTHERWISE SPECIFIED

Hazardous Waste Code: P106
Waste Code Description: SODIUM CYANIDE (OR) SODIUM CYANIDE NA(CN)

Hazardous Waste Code: U002
Waste Code Description: 2-PROPANONE (I) (OR) ACETONE (I)

Hazardous Waste Code: U117

Waste Code Description: ETHANE, 1,1'-OXYBIS-(I) (OR) ETHYL ETHER (I)
Hazardous Waste Code: U134
Waste Code Description: HYDROFLUORIC ACID (C,T) (OR) HYDROGEN FLUORIDE (C,T)
Hazardous Waste Code: U135
Waste Code Description: HYDROGEN SULFIDE (OR) HYDROGEN SULFIDE H2S
Hazardous Waste Code: U154
Waste Code Description: METHANOL (I) (OR) METHYL ALCOHOL (I)
Hazardous Waste Code: U220
Waste Code Description: BENZENE, METHYL- (OR) TOLUENE
Hazardous Waste Code: U239
Waste Code Description: BENZENE, DIMETHYL- (I,T) (OR) XYLENE (I)

Site: FAYETTE ST SUB
W FAYETTE ST SYRACUSE NY 13204

RCRA NON GEN

EPA Handler ID: NYD980760375
Gen Status Universe: No Report
Contact Name:
Contact Address: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Contact Phone No and Ext:
Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Full Mailing Info: 300, ERIE BLVD W, , SYRACUSE, NY, 13202, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20070101
Handler Name: FAYETTE ST SUB
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 2

Receive Date: 20060101
Handler Name: FAYETTE ST SUB
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19990708
Handler Name: FAYETTE ST SUB
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19841120
Handler Name: FAYETTE ST SUB
Generator Status Universe: No Report
Source Type: N

Waste Code Details

Hazardous Waste Code: D000
Waste Code Description: DESCRIPTION

Hazardous Waste Code: X002
Waste Code Description: DESCRIPTION

Site: SYRACUSE CITY OF
W HIAWATHA BLVD SYRACUSE NY 13204

RCRA NON GEN

EPA Handler ID: NYD986931244
Gen Status Universe: No Report
Contact Name: SUSAN HOPKINS
Contact Address: 301, CITY HALL, , SYRACUSE, NY, 13202, US
Contact Phone No and Ext: 315-448-5690
Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Full Mailing Info: 301, CITY HALL, , SYRACUSE, NY, 13202, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No

Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20070101
Handler Name: SYRACUSE CITY OF
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20060101
Handler Name: SYRACUSE CITY OF
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19901119
Handler Name: SYRACUSE CITY OF
Generator Status Universe: No Report
Source Type: N

Waste Code Details

Hazardous Waste Code: D001
Waste Code Description: IGNITABLE WASTE

Site: TERRELL ASSOCIATES INC
W HIAWATHA BLVD SYRACUSE NY 13208

RCRA NON GEN

EPA Handler ID: NYD986869253
Gen Status Universe: No Report
Contact Name:
Contact Address: W HIAWATHA BLVD, , SYRACUSE, NY, 13208, US
Contact Phone No and Ext:
Contact Email:
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Full Mailing Info: W HIAWATHA BLVD, , SYRACUSE, NY, 13208, US
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No

Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20070101
Handler Name: TERRELL ASSOCIATES INC
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20060101
Handler Name: TERRELL ASSOCIATES INC
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19990708
Handler Name: TERRELL ASSOCIATES INC
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19880610
Handler Name: TERRELL ASSOCIATES INC
Generator Status Universe: No Report
Source Type: N

Waste Code Details

Hazardous Waste Code: D001
Waste Code Description: IGNITABLE WASTE

Site: DUNK & BRIGHT WAREHOUSE
W FAYETTE ST SYRACUSE NY 13202

RCRA SQG

EPA Handler ID: NYR000130716
Gen Status Universe: Small Quantity Generator
Contact Name: MARY M RILEY
Contact Address: US
Contact Phone No and Ext: 315-484-7810 RILEY
Contact Email: MM@TWCNY.RR.COM
Contact Country: US
County Name: ONONDAGA
EPA Region: 02
Land Type:
Receive Date: 20070101

Violation/Evaluation Summary

Note: NO RECORDS: As of Aug 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20070101
Handler Name: DUNK & BRIGHT WAREHOUSE
Generator Status Universe: Small Quantity Generator
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20060112
Handler Name: DUNK & BRIGHT WAREHOUSE
Generator Status Universe: Small Quantity Generator
Source Type: R

Waste Code Details

Hazardous Waste Code: D001
Waste Code Description: IGNITABLE WASTE

Hazardous Waste Code: D008
Waste Code Description: LEAD

Hazardous Waste Code: D040
Waste Code Description: TRICHLOROETHYLENE

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20060111
Handler Name: DUNK & BRIGHT WAREHOUSE
Generator Status Universe: Small Quantity Generator
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20050217
Handler Name: DUNK & BRIGHT WAREHOUSE
Generator Status Universe: Small Quantity Generator
Source Type: N

Waste Code Details

Hazardous Waste Code: D008
Waste Code Description: LEAD

Hazardous Waste Code: F002
Waste Code Description: 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.

Site: SPECIALTY METALS CRUCIBLE LANDFILL
STATE FAIR BLVD WASTE BED GEDDES NY 13209

RCRA TSD

EPA Handler ID: NYD085161008
Gen Status Universe: No Report
Contact Name: ROBERT WILLIS
Contact Address: PO BOX 977, , SYRACUSE, NY, 13201, US
Contact Phone No and Ext:
Contact Email: RHWILLS@CRUMETALS.COM
Contact Country: US
Land Type:
County Name: ONONDAGA
EPA Region: 02
Receive Date:

Violation/Evaluation Summary

Note: VIOLATION or UNDETERMINED: There are VIOLATION or UNDETERMINED details or records associated with this facility (EPA ID) in the Compliance Monitoring and Enforcement table dated May, 2018.

Violation Details

Citation:
Violation Short Description: TSD IS-Closure/Post-Closure
Violation Determined Date: 20110909
Return to Compliance Date: 20121016
Violation Responsible Agency: State

Enforcement Details

Enforcement Type Description: WRITTEN INFORMAL
Enforcement Action Date: 20110920
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation:
Violation Short Description: TSD IS-Ground-Water Monitoring
Violation Determined Date: 19930909
Return to Compliance Date: 19940324
Violation Responsible Agency: State

Enforcement Details

Enforcement Type Description: INITIAL 3008(A) COMPLIANCE
Enforcement Action Date: 19930910
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount: 10000
Final Amount:
Paid Amount:

Enforcement Type Description: FINAL 3008(A) COMPLIANCE ORDER

Enforcement Action Date: 19940324
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount: 10000
Paid Amount:

Violation Details

Citation: SR - 373-3.8(f)
Violation Short Description: TSD - Financial Requirements
Violation Determined Date: 20040820
Return to Compliance Date: 20050722
Violation Responsible Agency: State

Enforcement Details

Enforcement Type Description: INITIAL 3008(A) COMPLIANCE
Enforcement Action Date: 20040910
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount: 37500
Final Amount:
Paid Amount:

Enforcement Type Description: FINAL 3008(A) COMPLIANCE ORDER
Enforcement Action Date: 20050725
Enf Disposition Status: ACTION SATISFIED (CASE CLOSED)
Disposition Status Date: 20050725
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount: 10000
Paid Amount: 10000

Violation Details

Citation:
Violation Short Description: TSD - General
Violation Determined Date: 19970311
Return to Compliance Date: 19970320
Violation Responsible Agency: State

Enforcement Details

Enforcement Type Description: WRITTEN INFORMAL
Enforcement Action Date: 19970311
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation:
Violation Short Description: TSD IS-Closure/Post-Closure
Violation Determined Date: 20110218
Return to Compliance Date: 20121016
Violation Responsible Agency: State

Enforcement Details

Enforcement Type Description: WRITTEN INFORMAL

Enforcement Action Date: 20110304
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Violation Details

Citation:
Violation Short Description: TSD IS-Ground-Water Monitoring
Violation Determined Date: 19911120
Return to Compliance Date: 19971106
Violation Responsible Agency: State

Enforcement Details

Enforcement Type Description: WRITTEN INFORMAL
Enforcement Action Date: 19911120
Enf Disposition Status:
Disposition Status Date:
Enforcement Lead Agency:
Proposed Penalty Amount:
Final Amount:
Paid Amount:

Evaluation Details

Evaluation Start Date: 20180307
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20170712
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20170315
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20160923
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20151202
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20150331
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20140501
Evaluation Type Description: GROUNDWATER MONITORING EVALUATION
Violation Short Description:

Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20140501
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20130924
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20130412
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20121016
Evaluation Type Description: FOLLOW-UP INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20120322
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20111007
Evaluation Type Description: GROUNDWATER MONITORING EVALUATION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20110909
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description: TSD IS-Closure/Post-Closure
Return to Compliance Date: 20121016
Evaluation Agency: State

Evaluation Start Date: 20110218
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description: TSD IS-Closure/Post-Closure
Return to Compliance Date: 20121016
Evaluation Agency: State

Evaluation Start Date: 20090917
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20081031
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20080325
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20070914
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE

Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20070330
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20061017
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20060830
Evaluation Type Description: FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: EPA

Evaluation Start Date: 20060711
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20051116
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20051031
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20050722
Evaluation Type Description: NOT A SIGNIFICANT NON-COMPLIER
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20050413
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20040921
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20040823
Evaluation Type Description: SIGNIFICANT NON-COMPLIER
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20040820
Evaluation Type Description: FINANCIAL RECORD REVIEW
Violation Short Description: TSD - Financial Requirements
Return to Compliance Date: 20050722
Evaluation Agency: State

Evaluation Start Date: 20030620

Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20020927
Evaluation Type Description: GROUNDWATER MONITORING EVALUATION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 20000331
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19990527
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19990225
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19990212
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19980330
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19971106
Evaluation Type Description: GROUNDWATER MONITORING EVALUATION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19970326
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19970226
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description: TSD - General
Return to Compliance Date: 19970320
Evaluation Agency: State

Evaluation Start Date: 19960315
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19950315
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19950307
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19930909
Evaluation Type Description: NON-FINANCIAL RECORD REVIEW
Violation Short Description: TSD IS-Ground-Water Monitoring
Return to Compliance Date: 19940324
Evaluation Agency: State

Evaluation Start Date: 19930901
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19930317
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19920309
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19911120
Evaluation Type Description: GROUNDWATER MONITORING EVALUATION
Violation Short Description: TSD IS-Ground-Water Monitoring
Return to Compliance Date: 19971106
Evaluation Agency: State

Evaluation Start Date: 19910930
Evaluation Type Description: OPERATION AND MAINTENANCE INSPECTION
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19910212
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19900301
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19890331
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19880108
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19870413
Evaluation Type Description: FINANCIAL RECORD REVIEW
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Evaluation Start Date: 19870303
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Violation Short Description:
Return to Compliance Date:
Evaluation Agency: State

Handler Summary

Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 4
Receive Date: 20070101
Handler Name: SPECIALTY METALS CRUCIBLE LANDFILL
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20060101
Handler Name: SPECIALTY METALS CRUCIBLE LANDFILL
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20030304
Handler Name: SPECIALTY METALS CRUCIBLE LANDFILL
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19990708
Handler Name: SPECIALTY METALS CRUCIBLE LANDFILL
Generator Status Universe: No Report
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19801119
Handler Name: SPECIALTY METALS CRUCIBLE LANDFILL
Generator Status Universe: No Report
Source Type: A

Waste Code Details

Hazardous Waste Code: D000
Waste Code Description: DESCRIPTION

Hazardous Waste Code: D006
Waste Code Description: CADMIUM

Hazardous Waste Code: K061
Waste Code Description: EMISSION CONTROL DUST/SLUDGE FROM THE PRIMARY PRODUCTION OF STEEL IN ELECTRIC FURNACES.

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19800818
Handler Name: SPECIALTY METALS CRUCIBLE LANDFILL
Generator Status Universe: No Report
Source Type: N

Waste Code Details

Hazardous Waste Code: D000
Waste Code Description: DESCRIPTION

Hazardous Waste Code: D002
Waste Code Description: CORROSIVE WASTE

Hazardous Waste Code: D006
Waste Code Description: CADMIUM

Hazardous Waste Code: F001
Waste Code Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING: TETRACHLOROETHYLENE, TRICHLOROETHYLENE, METHYLENE CHLORIDE, 1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE AND CHLORINATED FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING 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 F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Hazardous Waste Code: F007
Waste Code Description: SPENT CYANIDE PLATING BATH SOLUTIONS FROM ELECTROPLATING OPERATIONS.

Hazardous Waste Code: F008
Waste Code Description: PLATING BATH RESIDUES FROM THE BOTTOM OF PLATING BATHS FROM ELECTROPLATING OPERATIONS IN WHICH CYANIDES ARE USED IN THE PROCESS.

Hazardous Waste Code: F009
Waste Code Description: SPENT STRIPPING AND CLEANING BATH SOLUTIONS FROM ELECTROPLATING OPERATIONS IN WHICH CYANIDES ARE USED IN THE PROCESS.

Hazardous Waste Code: F010
Waste Code Description: QUENCHING BATH RESIDUES FROM OIL BATHS FROM METAL HEAT TREATING OPERATIONS IN WHICH CYANIDES ARE USED IN THE PROCESS.

Hazardous Waste Code: F011
Waste Code Description: SPENT CYANIDE SOLUTIONS FROM SLAT BATH POT CLEANING FROM METAL HEAT TREATING OPERATIONS.

Hazardous Waste Code: K061
Waste Code Description: EMISSION CONTROL DUST/SLUDGE FROM THE PRIMARY PRODUCTION OF STEEL IN ELECTRIC FURNACES.

Hazardous Waste Code: K062
Waste Code Description: SPENT PICKLE LIQUOR FROM STEEL FINISHING OPERATIONS OF PLANTS THAT PRODUCE IRON OR STEEL.

Hazardous Waste Code: P029
Waste Code Description: COPPER CYANIDE (OR) COPPER CYANIDE CU(CN)

Hazardous Waste Code: P030

Waste Code Description: CYANIDES (SOLUBLE CYANIDE SALTS), NOT OTHERWISE SPECIFIED

Hazardous Waste Code: P106
Waste Code Description: SODIUM CYANIDE (OR) SODIUM CYANIDE NA(CN)

Hazardous Waste Code: U002
Waste Code Description: 2-PROPANONE (I) (OR) ACETONE (I)

Hazardous Waste Code: U117
Waste Code Description: ETHANE, 1,1'-OXYBIS-(I) (OR) ETHYL ETHER (I)

Hazardous Waste Code: U134
Waste Code Description: HYDROFLUORIC ACID (C,T) (OR) HYDROGEN FLUORIDE (C,T)

Hazardous Waste Code: U135
Waste Code Description: HYDROGEN SULFIDE (OR) HYDROGEN SULFIDE H2S

Hazardous Waste Code: U154
Waste Code Description: METHANOL (I) (OR) METHYL ALCOHOL (I)

Hazardous Waste Code: U220
Waste Code Description: BENZENE, METHYL- (OR) TOLUENE

Hazardous Waste Code: U239
Waste Code Description: BENZENE, DIMETHYL- (I,T) (OR) XYLENE (I)

Site: ***NYSDOT BIN 1050001 930B WEST GENESEE STREET
W GENESEE ST SYRACUSE NY 13206***

RCRA TSD

EPA Handler ID: NYD986885689
Gen Status Universe: Large Quantity Generator
Contact Name: RICHARD S STEELE
Contact Address: 333, E WASHINGTON ST, , SYRACUSE, NY, 13202, US
Contact Phone No and Ext: 315-448-7363
Contact Email: RICH.STEELE@DOT.NY.GOV
Contact Country: US
Land Type:
County Name: ONONDAGA
EPA Region: 02
Receive Date:

Violation/Evaluation Summary

Note: NO RECORDS: As of May 2018, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20170525

Handler Name: NYSDOT BIN 1050001 930B WEST GENESEE STREET
Generator Status Universe: Large Quantity Generator
Source Type: I

Waste Code Details

Hazardous Waste Code: D008
Waste Code Description: LEAD

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20141027
Handler Name: NYSDOT BIN 1050001 930B WEST GENESEE STREET
Generator Status Universe: Large Quantity Generator
Source Type: B

Waste Code Details

Hazardous Waste Code: D008
Waste Code Description: LEAD

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20070101
Handler Name: NYSDOT BIN 1050001 D252885
Generator Status Universe: Large Quantity Generator
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20060101
Handler Name: NYSDOT BIN 1050001 D252885
Generator Status Universe: Large Quantity Generator
Source Type: I

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19891122
Handler Name: NYSDOT BIN 1050001 D252885
Generator Status Universe: Large Quantity Generator
Source Type: N

Waste Code Details

Hazardous Waste Code: D000
Waste Code Description: DESCRIPTION

Hazardous Waste Code: D008
Waste Code Description: LEAD

Site: CRUCIBLE INC
STATE FAIR BLVD GEDDES NY 13209

[SEMS ARCHIVE](#)

Site ID: 0201883
EPA ID: NYD980530042
NPL: Not on the NPL
Federal Facility: No
Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

FIPS Code: 36067
Cong District: 33
County: ONONDAGA
Region: 02

Action Information

Operable Units:	00	Start Actual:	05/14/1981
Action Code:	DS	Finish Actual:	05/14/1981
Action Name:	DISCVRY	Qual:	
SEQ:	1	Curr Action Lead:	EPA Perf
Operable Units:	00	Start Actual:	
Action Code:	VS	Finish Actual:	12/30/1987
Action Name:	ARCH SITE	Qual:	
SEQ:	1	Curr Action Lead:	EPA Perf In-Hse
Operable Units:	00	Start Actual:	
Action Code:	PA	Finish Actual:	12/30/1987
Action Name:	PA	Qual:	N
SEQ:	1	Curr Action Lead:	EPA Perf

Site: ALLIED CHEMICAL-SEMET-SOLVAY TAR BED
MILTON AVENUE SOLVAY NY 13209

[SEMS ARCHIVE](#)

Site ID:	0201464	FIPS Code:	36067
EPA ID:	NYD002244945	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		

Action Information

Operable Units:	00	Start Actual:	09/01/1984
Action Code:	PA	Finish Actual:	09/01/1984
Action Name:	PA	Qual:	N
SEQ:	1	Curr Action Lead:	St Perf
Operable Units:	00	Start Actual:	
Action Code:	VS	Finish Actual:	01/31/1997
Action Name:	ARCH SITE	Qual:	
SEQ:	1	Curr Action Lead:	EPA Perf In-Hse
Operable Units:	00	Start Actual:	12/01/1979
Action Code:	DS	Finish Actual:	12/01/1979
Action Name:	DISCVRY	Qual:	
SEQ:	1	Curr Action Lead:	EPA Perf

Site: STATE FAIR LANDFILL
STATE FAIR BOULEVARD GEDDES NY 13209

[SEMS ARCHIVE](#)

Site ID:	0202368	FIPS Code:	36067
EPA ID:	NYD981561970	Cong District:	27
NPL:	Not on the NPL	County:	ONONDAGA
Federal Facility:	No	Region:	02
Non NPL Status:	SI Start Needed		

Action Information

Operable Units:	00	Start Actual:	08/18/1986
Action Code:	SI	Finish Actual:	09/24/1986
Action Name:	SI	Qual:	N
SEQ:	1	Curr Action Lead:	EPA Perf
Operable Units:	00	Start Actual:	07/18/1986
Action Code:	DS	Finish Actual:	07/18/1986
Action Name:	DISCVRY	Qual:	
SEQ:	1	Curr Action Lead:	EPA Perf
Operable Units:	00	Start Actual:	10/01/1991
Action Code:	PA	Finish Actual:	10/01/1991
Action Name:	PA	Qual:	L

SEQ:	2	Curr Action Lead:	St Perf
Operable Units:	00	Start Actual:	
Action Code:	PA	Finish Actual:	09/24/1986
Action Name:	PA	Qual:	L
SEQ:	1	Curr Action Lead:	EPA Perf
Operable Units:	00	Start Actual:	
Action Code:	VS	Finish Actual:	04/22/1998
Action Name:	ARCH SITE	Qual:	
SEQ:	1	Curr Action Lead:	EPA Perf In-Hse

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		

Action Information

Operable Units:	00	Start Actual:	
Action Code:	VS	Finish Actual:	12/30/1987
Action Name:	ARCH SITE	Qual:	
SEQ:	1	Curr Action Lead:	EPA Perf In-Hse
Operable Units:	00	Start Actual:	12/21/1982
Action Code:	DS	Finish Actual:	12/21/1982
Action Name:	DISCVRY	Qual:	
SEQ:	1	Curr Action Lead:	EPA Perf
Operable Units:	00	Start Actual:	
Action Code:	PA	Finish Actual:	12/30/1987
Action Name:	PA	Qual:	N
SEQ:	1	Curr Action Lead:	EPA Perf

Site: Solvay Wastebeds 1-8
Route I-690 and State Fair Blvd Geddes NY

SHWS

Site Code:	57165	Site Code (GIS):	734081
HW Code:	734081	Site Class (GIS):	02
Site Class:	02	Address1 (GIS):	Route I-690 and State Fair Blvd
Site Address:	Route I-690 and State Fair Blvd	Address2 (GIS):	
City:	Geddes	Locality (GIS):	Geddes
ZIP:	734081	ZIP Code (GIS):	734081
County:	Onondaga	County (GIS):	Onondaga
SWIS:	3432	Town (GIS):	Geddes
Region:	7	Region (GIS):	7
Town:	Geddes	X Coord (GIS):	401041.57100
Acres:	315.000	Y Coord (GIS):	4770502.48200
Record Added:	2003-04-04 09:30:00	Method:	4.3
Record Update:	2018-07-13 13:40:00	Accuracy:	0 to 10 meters
Updated by:	DJHESLER	Accuracy Unit:	
Latitude:	43.080780189	Latitude (GIS):	
Longitude:	-76.215676944	Longitude (GIS):	

Site Name: Solvay Wastebeds 1-8
Site Name (GIS): Solvay Wastebeds 1-8
Site Class Desc (GIS): This classification is assigned to a site at which:

- a. the disposal of hazardous waste has been confirmed and the presence of such hazardous waste or its components or breakdown products represents a significant threat to public health or the environment: or
- b. hazardous waste disposal has not been confirmed, but the site has been listed on the Federal National Priorities List (NPL).

Site Class Desc: This classification is assigned to a site at which:

- a. the disposal of hazardous waste has been confirmed and the presence of such hazardous waste or its components or breakdown products represents a significant threat to public health or the environment: or

b. hazardous waste disposal has not been confirmed, but the site has been listed on the Federal National Priorities List (NPL).

Program:
Program Desc:
Assess DOH:

HW
HW

People are not drinking contaminated groundwater because the area is served by a public water supply that is not affected by site-related contamination. Environmental sampling indicates designated parking areas at the site are suitable for public use. Contamination identified in soil (beneath the Solvay Waste), groundwater, and surface water/seeps is located in vegetated covered areas outside of the designated parking areas. Access to these areas of the site is also partially limited and isolated from trespassers by fencing, infrastructure, and Onondaga Lake. 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 the site is currently vacant, the potential for people to inhale site-related contaminants due to soil vapor intrusion does not represent a concern. However, a soil vapor intrusion evaluation should be completed at the site prior to any future building development and occupancy.

Source of Data:
Description:

Location: The Site, which is located on the southwestern shore of Onondaga Lake in Geddes, New York, is situated between the New York State (NYS) Fairgrounds and the shoreline of Onondaga Lake. The outlet of Ninemile Creek (NMC) defines the westernmost boundary of the Site, while the eastern end of the Site is generally bounded by roadways. Site Features: The 404-acre Site includes eight irregularly shaped wastebeds that extend roughly 1.5 miles along the shore, with a maximum width of 0.5 miles. The wastebeds consist primarily of inorganic waste materials (Solvay waste) from the production of soda ash using the Solvay process. Other contaminants (e.g., benzene, toluene, ethylbenzene, and xylenes [BTEX], naphthalene and assorted polycyclic aromatic hydrocarbons [PAHs], phenolic compounds, pesticides, and inorganics) are also present at the Site. Ditch A runs along the southern and eastern Site boundaries and discharges stormwater from roads, parking areas and the overland surface flow from the Site to NMC and Onondaga Lake. Site elevations range from approximately 363 feet (ft) above mean sea level (MSL) at the shore of Onondaga Lake, to 430 ft above MSL. Interstate 690 (I-690) and interchanges associated with NYS Route 695 (NY-695), NYS Fairgrounds parking lots, access roads for the parking lots, and foot bridges bisect the Site. A portion (approximately 80 acres) of the site is also used for parking for the State Fair. Other infrastructure and development present at the Site include the approximate 2.5 mile Onondaga County West Shore Trail Extension (public recreation trail), a 17,500 person amphitheater, and a 20-acre permitted closed landfill formerly operated by Crucible. An approximate 17-acre Biosolids Area used by the City of Syracuse and Onondaga County for sewage sludge disposal is located near the southeastern end of the Site over portions of Wastebeds 1 and 2. Lakeview Point, which generally comprises Wastebed 6, forms one of the Site's more prominent features--a peninsula that extends into Onondaga Lake near the northern end of the Site. The Site consists of two OUs: OU1, which addresses the Solvay waste and contaminated soil/fill materials; and OU2, which will address the contaminated groundwater and impacted media in a surface water drainage ditch, Ditch A. Current Zoning/Use: The site is zoned commercial. The area encompassed by the site was deeded to the people of New York State in 1953 and is currently owned by the State of New York and Onondaga County. The parcel owned by Onondaga County is required by the deed to be maintained as parkland. A portion (approximately 80 acres) of the site is used for parking for the State Fair. The site is also the location of the Lakeview Amphitheater and a bike trail that was constructed by Onondaga County. The surrounding area is a combination of highway right of way and industrial/commercial facilities. Historical Use: The wastebeds were constructed by predecessor companies of Honeywell over a period from at least 1916 to 1944 and are composed primarily of Solvay waste, an inert material consisting largely of calcium carbonate, calcium silicate, and magnesium hydroxide. These wastes were generated at the former Solvay Process Main Plant as part of soda ash production using the Solvay process. Wastes such as benzene, toluene, xylene, naphthalene and phenols produced at nearby Honeywell sites may have been disposed of in Wastebeds 1-8 with the Solvay waste slurry or by alternative means. Subsequent uses of the Site included construction of a 1.2 mile stretch of I-690 prior to 1958, construction of the I-690 and NY-695 interchange between 1973 and 1978, and the operation of a landfill on a portion of Wastebed 5 by Crucible from 1973 to 1988. The Crucible Landfill covers an area of approximately 20 acres and was closed with a cap in 1988. The City of Syracuse and Onondaga County utilized a portion of the wastebeds as a biosolids disposal area from 1925 to 1978 for municipal sewage sludge disposal. A Record of Decision for OU1 was issued on December 2, 2014. Site Geology and Hydrogeology: Over 60 feet of fill materials (Solvay Waste) are present at the site. Unconsolidated materials that underlie the Solvay Waste include a marl/peat layer, a former channel (locally) of Ninemile Creek, a silt and clay layer, a silt and fine grained sand layer, and a sand and gravel unit. The underlying bedrock is the Vernon Shale. Groundwater at the site discharges to Onondaga Lake and to NMC (a tributary of Onondaga Lake). IRM: Construction of an Interim Remedial Measure (IRM) at the Site began in 2011. IRM construction was substantially completed in 2015. The IRM consists of: - Shoreline stabilization system (i.e., vegetated on-shore revetment) - A shoreline stabilization system was installed along a portion of the Northern and Eastern Shoreline. A vegetated on-shore revetment was installed along the steep cliffs to reduce erosion from wind-wave and ice action, and to provide habitat enhancement. - Groundwater and seep collection trenches, including pump stations and associated forcemain piping were installed along the NMC, Eastern and Northern shorelines. Upon collection, the groundwater and seep water are conveyed to the Willis Avenue Groundwater Treatment Plant (GWTP). - Ditch A - Work associated with Lower Ditch A includes Ditch A culvert installation, substrate excavation, and installation of a low permeability habitat layer. Additional work within Ditch A includes Upper Ditch A culvert rehabilitation, and Middle Ditch A restoration and culvert cleaning. - Mitigation wetlands establishment consisting of aquatic habitat connected to Onondaga Lake and inland wetlands - 9.5 acres of mitigation wetlands have been constructed, of which 2.3 acres are connected wetlands and 7.2 acres are inland wetlands, within the low-lying Eastern Shoreline.

Assessment:

Nature and Extent of Contamination: This site is adjacent to Onondaga Lake. Vegetation is intermittently sparse across the site. The majority of the site is composed of Solvay Waste (alkali waste) which may erode from the site and into Onondaga Lake. Contaminated soils (e.g., black stained materials) are present beneath the Solvay Waste. Contamination is also present in the groundwater beneath the site, in seeps that discharge along the steep banks of the site, and in sediment associated with the on-site ditches and seeps. Contaminated groundwater and surface water/seeps which previously discharged to Onondaga Lake have been addressed by groundwater collection systems that have been installed at the site. The groundwater and seeps contain benzene, toluene, xylene, naphthalene and phenols at concentrations exceeding groundwater standards. For example, benzene is present in groundwater at concentrations up to 56,000 ug/l (The groundwater standard is 1 ug/l.) Sediment in on-site ditches and/or seeps contain contaminants at concentrations in exceedance of sediment criteria: benzene at concentrations up to 1,400 ug/kg (human health bioaccumulation criteria of 30 ug/kg); xylene at concentrations up to 50,000 ug/kg (benthic aquatic life acute toxicity criteria of 41,650 ug/kg); individual PAHs (benzo(a)anthracene, benzo(a)pyrene, etc.) at concentrations up to 5,300 ug/kg; naphthalene at concentrations up to 360,000 ug/kg (benthic aquatic life acute toxicity criteria of 12,900 ug/kg); and mercury at concentrations up to 0.65 mg/kg (LEL of 0.15 mg/kg).

Materials Information

Waste Name:	BENZENE	Waste Quantity:	UNKNOWN
Waste Code:			
Waste Name:	XYLENE (MIXED)	Waste Quantity:	UNKNOWN
Waste Code:			
Waste Name:	NAPHTHALENE	Waste Quantity:	UNKNOWN
Waste Code:			
Waste Name:	TOLUENE	Waste Quantity:	UNKNOWN
Waste Code:			

Owner Information

Seq No:	0000001	Owner Street:	
Sub Type:	03	Owner Street 2:	
Own Op:	04	Owner City:	
Owner Name:	Jon Neubauer	Owner State:	NY
Country:	United States of America	Owner Zip:	
Owner Co.:	EnPro		
Seq No:	0000005	Owner Street:	625 Broadway
Sub Type:	NNN	Owner Street 2:	
Own Op:	19	Owner City:	Albany
Owner Name:	Tracy A. Smith	Owner State:	NY
Country:	United States of America	Owner Zip:	12233
Owner Co.:	New York State Department of Environmental Conservation		
Seq No:	0000003	Owner Street:	333 E. Washington Street
Sub Type:	B99	Owner Street 2:	
Own Op:	04	Owner City:	Syracuse
Owner Name:	Mr. William T. Guyder	Owner State:	NY
Country:	United States of America	Owner Zip:	13202
Owner Co.:	NYSDOT- Real Estate Group		
Seq No:	0000002	Owner Street:	581 State Fair Boulevard
Sub Type:	B99	Owner Street 2:	
Own Op:	01	Owner City:	Syracuse
Owner Name:	Dan O'Hara	Owner State:	NY
Country:	United States of America	Owner Zip:	13209
Owner Co.:	NYS Ag & Markets		
Seq No:	0000001	Owner Street:	421 Montgomery Street
Sub Type:	C01	Owner Street 2:	Office of the Environment
Own Op:	01	Owner City:	Syracuse
Owner Name:	David Coburn	Owner State:	NY
Country:	United States of America	Owner Zip:	13202
Owner Co.:	Onondaga County		
Seq No:	0000002	Owner Street:	615 Woods Road
Sub Type:	NNN	Owner Street 2:	
Own Op:	19	Owner City:	Solvay
Owner Name:		Owner State:	NY
Country:	United States of America	Owner Zip:	13209
Owner Co.:	Solvay Public Library		
Seq No:	0000003	Owner Street:	333 E. Washington Street
Sub Type:	B99	Owner Street 2:	
Own Op:	01	Owner City:	Syracuse
Owner Name:	Mr. William T. Guyder	Owner State:	NY
Country:	United States of America	Owner Zip:	13202
Owner Co.:	NYSDOT- Real Estate Group		
Seq No:	0000001	Owner Street:	447 South Salina Street
Sub Type:	NNN	Owner Street 2:	
Own Op:	19	Owner City:	Syracuse

Owner Name:		Owner State:	NY
Country:	United States of America	Owner Zip:	13204
Owner Co.:	Onondaga County Public Library Syracuse Branch		
Seq No:	0000003	Owner Street:	658 West Onondaga Street
Sub Type:	NNN	Owner Street 2:	
Own Op:	19	Owner City:	Syracuse
Owner Name:		Owner State:	NY
Country:	United States of America	Owner Zip:	13204
Owner Co.:	Atlantic States Legal Foundation		
Seq No:	0000004	Owner Street:	615 Erie Boulevard, West
Sub Type:	NNN	Owner Street 2:	
Own Op:	19	Owner City:	Syracuse
Owner Name:		Owner State:	NY
Country:	United States of America	Owner Zip:	13204
Owner Co.:	New York State Department of Environmental Conservation		
Seq No:	0000002	Owner Street:	581 State Fair Boulevard
Sub Type:	NNN	Owner Street 2:	
Own Op:	04	Owner City:	Syracuse
Owner Name:	Dan O'Hara	Owner State:	NY
Country:	United States of America	Owner Zip:	13209
Owner Co.:	NYS Ag & Markets		

HW Extra Information

Dump:	False	Dell:	False
Structure:	False	Updated By:	txsmith
Lagoon:	False	Record Added:	2003-04-04 09:33:00
Landfill:	False	Record Updated:	2014-09-15 13:53:00
Pond:	False	Latitude:	
Disposal Start:	~1916	Longitude:	
Disposal Terminate:	~27 years		

Projects Information

Project Code:	01	Code Name:	Site Characterization
Project Desc:	Site Characterization	Operable Unit ID:	2256
Project Refer Name:		Operable Unit:	01
End Date:	2005-10-19 00:00:00	Operable Unit Desc:	WB 1-8 OU1 - Solvay waste and soils
End Status:	ACT		
Project Code:	02	Code Name:	Remedial Investigation
Project Desc:	Remedial Investigation	Operable Unit ID:	1212559
Project Refer Name:		Operable Unit:	02
End Date:	2011-08-10 00:00:00	Operable Unit Desc:	WB 1-8 OU2 - groundwater
End Status:	ACT		
Project Code:	04	Code Name:	Remedial Design
Project Desc:	Remedial Design	Operable Unit ID:	1194140
Project Refer Name:	Wastebeds 1-8 IRM	Operable Unit:	01A
End Date:	2013-03-29 00:00:00	Operable Unit Desc:	Wastebeds 1-8 Integrated IRM (groundwater collection systems and wetlands)
End Status:	ACT		
Project Code:	02	Code Name:	Remedial Investigation
Project Desc:	Remedial Investigation	Operable Unit ID:	2256
Project Refer Name:		Operable Unit:	01
End Date:	2014-12-02 00:00:00	Operable Unit Desc:	WB 1-8 OU1 - Solvay waste and soils
End Status:	ACT		
Project Code:	04	Code Name:	Remedial Design
Project Desc:	Remedial Design	Operable Unit ID:	1212559
Project Refer Name:		Operable Unit:	02
End Date:	2013-03-29 00:00:00	Operable Unit Desc:	WB 1-8 OU2 - groundwater
End Status:	ACT		

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: Oct 10, 2018

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: Oct 10, 2018

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: Oct 10, 2018

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 13, 2018

Inventory of Open Dumps, June 1985:

ODI

The Resource Conservation and Recovery Act (RCRA) 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

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 13, 2018

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

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 congressional 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

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: Aug 2, 2018

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: Aug 2, 2018

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: Aug 2, 2018

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: Aug 2, 2018

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: Aug 2, 2018

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: Aug 2, 2018

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: Sep 24, 2018

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: Feb 20, 2018

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: Dec 31, 2017

LIEN on Property:

SEMS LIEN

The EPA Superfund Enterprise Management System (SEMS) provides LIEN information on properties under the EPA Superfund Program.

Government Publication Date: Aug 13, 2018

Superfund Decision Documents:

SUPERFUND ROD

This database contains a listing of decision documents for Superfund sites. Decision documents serve to provide the reasoning for the choice of (or) changes to a Superfund Site cleanup plan. The decision documents include Records of Decision (ROD), ROD Amendments, Explanations of Significant Differences (ESD), along with other associated memos and files. This information is maintained and made available by the US EPA (Environmental Protection Agency).

Government Publication Date: Aug 13, 2018

State

Hazardous Substance Waste Disposal Sites:

HSWDS

A list of sites included in Hazardous Substance Waste Disposal Site Study reports made available by the New York Department of Environmental Conservation Division of Hazardous Waste Remediation. Provides information regarding the evolving status of hazardous substance waste disposal sites in New York.

Government Publication Date: Oct 24, 2003

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: Sep 14, 2018

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: Sep 14, 2018

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: Dec 29, 2017

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: Sep 30, 2018

Leaking Storage Tanks:

LST

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 overflow. This list is made available by New York State Department of Environmental Conservation's Spill Response Program.

Government Publication Date: Sep 14, 2018

Delisted Leaking Storage Tanks:

DELISTED LST

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 14, 2018

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 New York Department of Environmental Conservation's Environmental Site Database Search.

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 14, 2018

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 14, 2018

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 14, 2018

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 14, 2018

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 14, 2018

Registry of Engineering Controls in New York State:

ENG

Registry of Engineering Controls in New York State taken from the Environmental Site Remediation Database.

Government Publication Date: Sep 14, 2018

Registry of Institutional Controls in New York State:

INST

Registry of Institutional Controls in New York State taken from the Environmental Site Remediation Database.

Government Publication Date: Sep 14, 2018

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: Sep 14, 2018

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: Sep 14, 2018

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: Sep 14, 2018

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: Apr 04, 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: Oct 14, 2017

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: Oct 14, 2017

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: Oct 5, 2018

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 30, 2017

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: Feb 2, 2017

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: Jul 20, 2018

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: Oct 5, 2018

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: Oct 17, 2018

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, 2017

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: May 23, 2018

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: Jul 18, 2018

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, 2017

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: Dec 31, 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: Aug 13, 2018

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: Nov 08, 2017

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: Nov 18, 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: May 29, 2018

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: May 29, 2018

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: Oct 23, 2018

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: Nov 1, 2018

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: Jan 30, 2018

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: Oct 16, 2018

Registered Pesticide Establishments:

[SSTS](#)

List of active EPA-registered foreign and domestic pesticide-producing and device-producing establishments based on data from the Section Seven Tracking System (SSTS). The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Section 7 requires that facilities producing pesticides, active ingredients, or devices be registered. The list of establishments is made available by the EPA.

Government Publication Date: Mar 1, 2018

Polychlorinated Biphenyl (PCB) Notifiers:

[PCB](#)

Facilities included in the national list of facilities that have notified the United States Environmental Protection Agency (EPA) of Polychlorinated Biphenyl (PCB) activities. Any company or person storing, transporting or disposing of PCBs or conducting PCB research and development must notify the EPA and receive an identification number.

Government Publication Date: Sep 14, 2018

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 14, 2018

Registered 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: Aug 3, 2018

Hazardous Waste Manifest:

[NY MANIFEST](#)

This data has been compiled from hazardous waste manifest shipments to, from or within New York State. The Bureau of Program Management in the Division of Environmental Remediation is responsible for maintaining hazardous waste manifest records.

Government Publication Date: Apr 30, 2017

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: Sep 19, 2017

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.



Property Information

Order Number:	20181206110p
Date Completed:	December 6, 2018
Project Number:	
Project Property:	1970 West Fayette Street Phase 1 ESA 1970 West Fayette Street Syracuse NY 13204
Coordinates:	
Latitude:	43.055404
Longitude:	-76.186136
UTM Northing:	4767650.02245 Meters
UTM Easting:	403406.464009 Meters
UTM Zone:	UTM Zone 18T
Elevation:	408.11 ft
Slope Direction:	NE

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Hydrologic Information.....	4
Geologic Information.....	8
Soil Information.....	10
Wells and Additional Sources.....	13
Summary.....	14
Detail Report.....	16
Radon Information.....	59
Appendix.....	60
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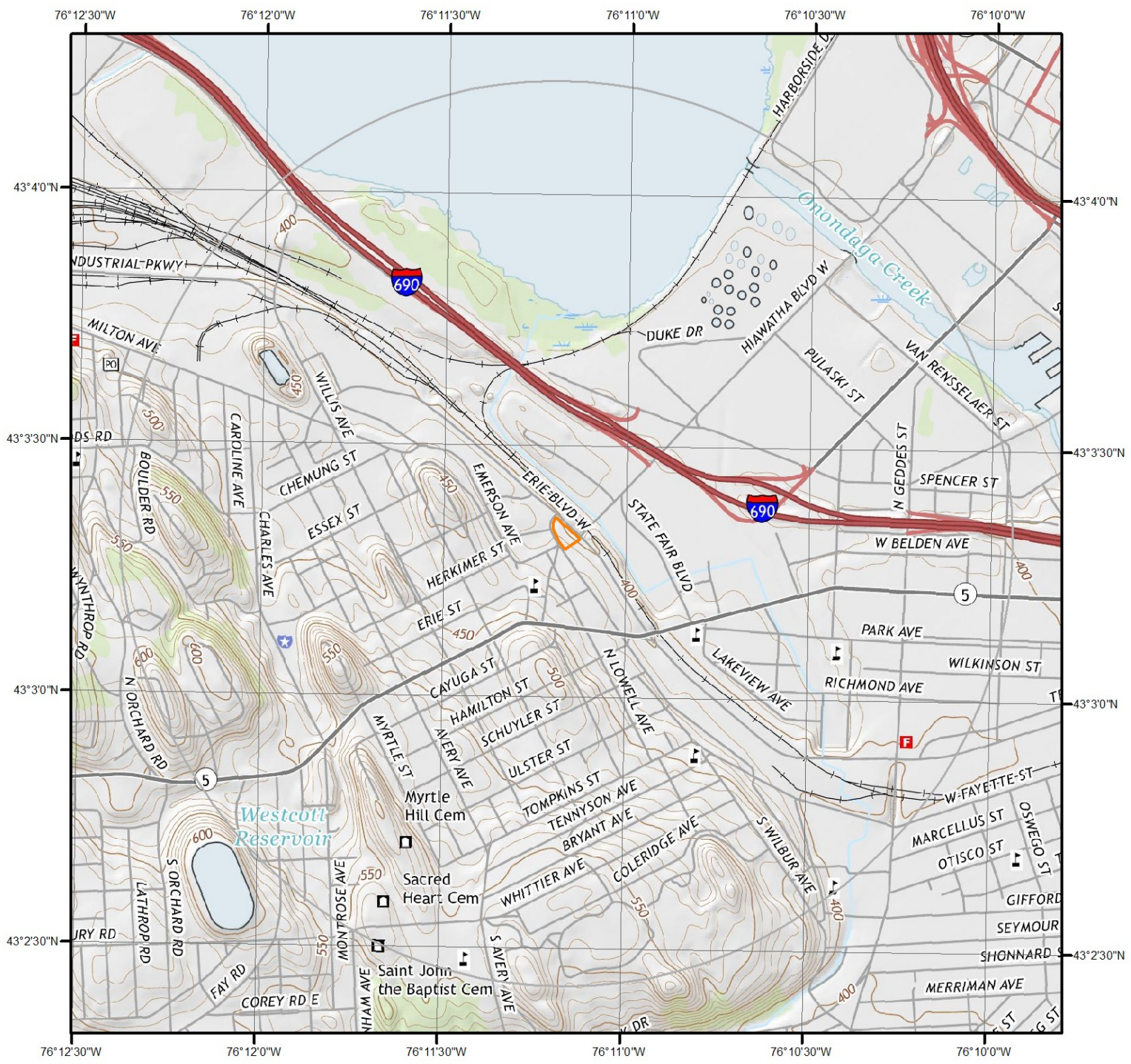
The ERIS **Physical Setting Report - PSR** provides comprehensive information about the physical setting around a site and includes a complete overview of topography and surface topology, in addition to hydrologic, geologic and soil characteristics. The location and detailed attributes of oil and gas wells, water wells, public water systems and radon are also included for review.

The compilation of both physical characteristics of a site and additional attribute data is useful in assessing the impact of migration of contaminants and subsequent impact on soils and groundwater.

Disclaimer

This Report does not provide a full environmental evaluation for the site or adjacent properties. Please see the terms and disclaimer at the end of the Report for greater detail.

Topographic Information



Current USGS Topo

Quadrangle(s): Syracuse West, NY

Source: USGS 7.5 Minute Topographic Map

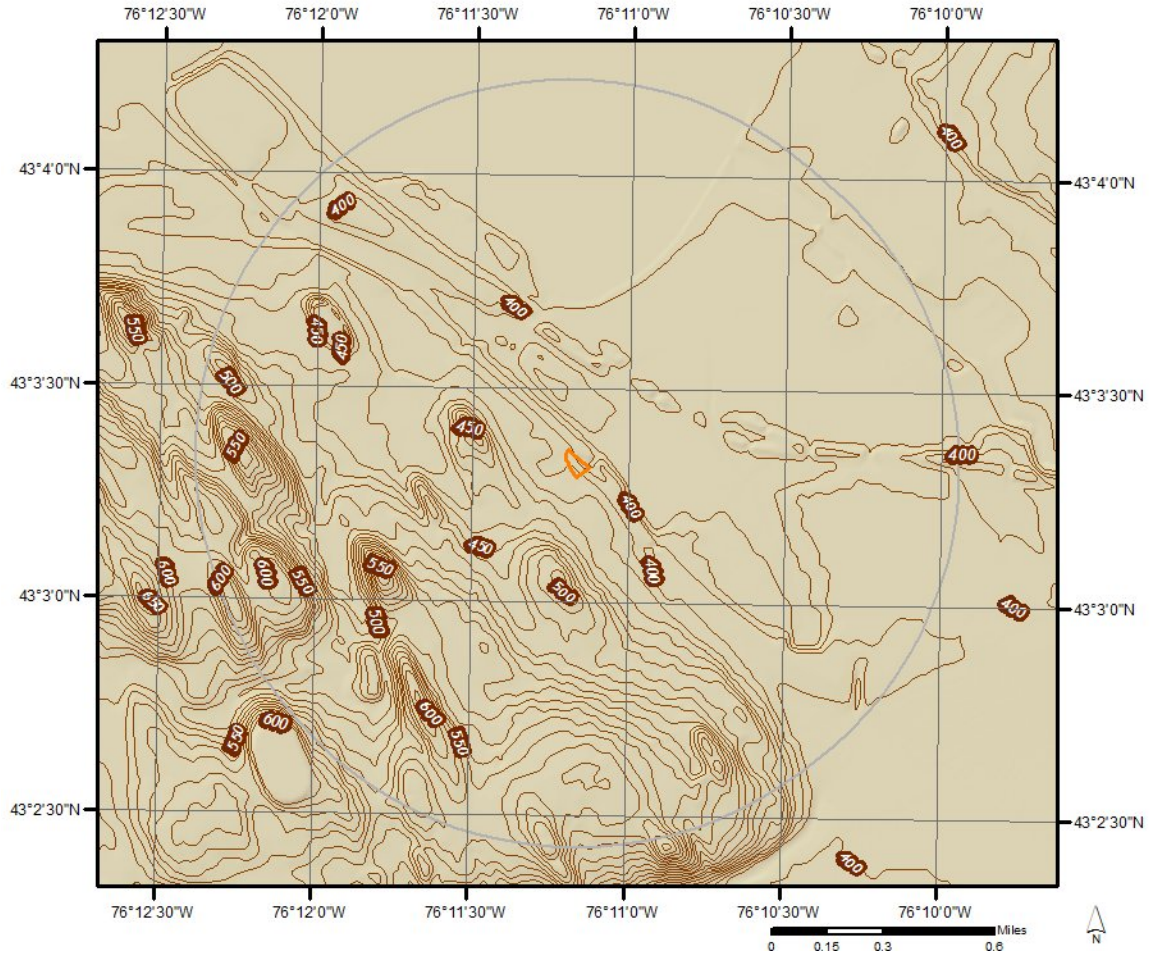


Topographic Information

The previous topographic map(s) are created by seamlessly merging and cutting current USGS topographic data. Below are shaded relief map(s), derived from USGS elevation data to show surrounding topography in further detail.

Topographic information at project property:

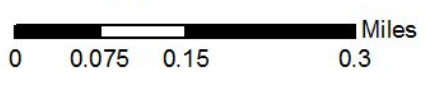
Elevation: 408.11 ft
Slope Direction: NE



Hydrologic Information



Wetland (State Source)



This data shows only those wetlands that are currently mapped or officially proposed for addition to the wetland maps and currently regulated under the New York State Freshwater Wetlands Act outside the Adirondack Park.

- Class I
- Class II
- Class III
- Class IV
- Check Zone



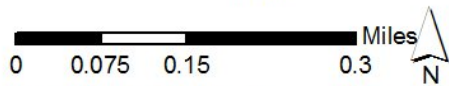
Source Information and Category Description: <http://www.dec.ny.gov/gis/erm/wetlands.html>

Hydrologic Information







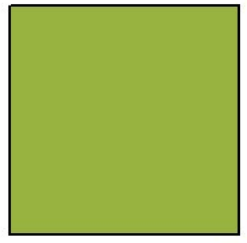
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Wetland

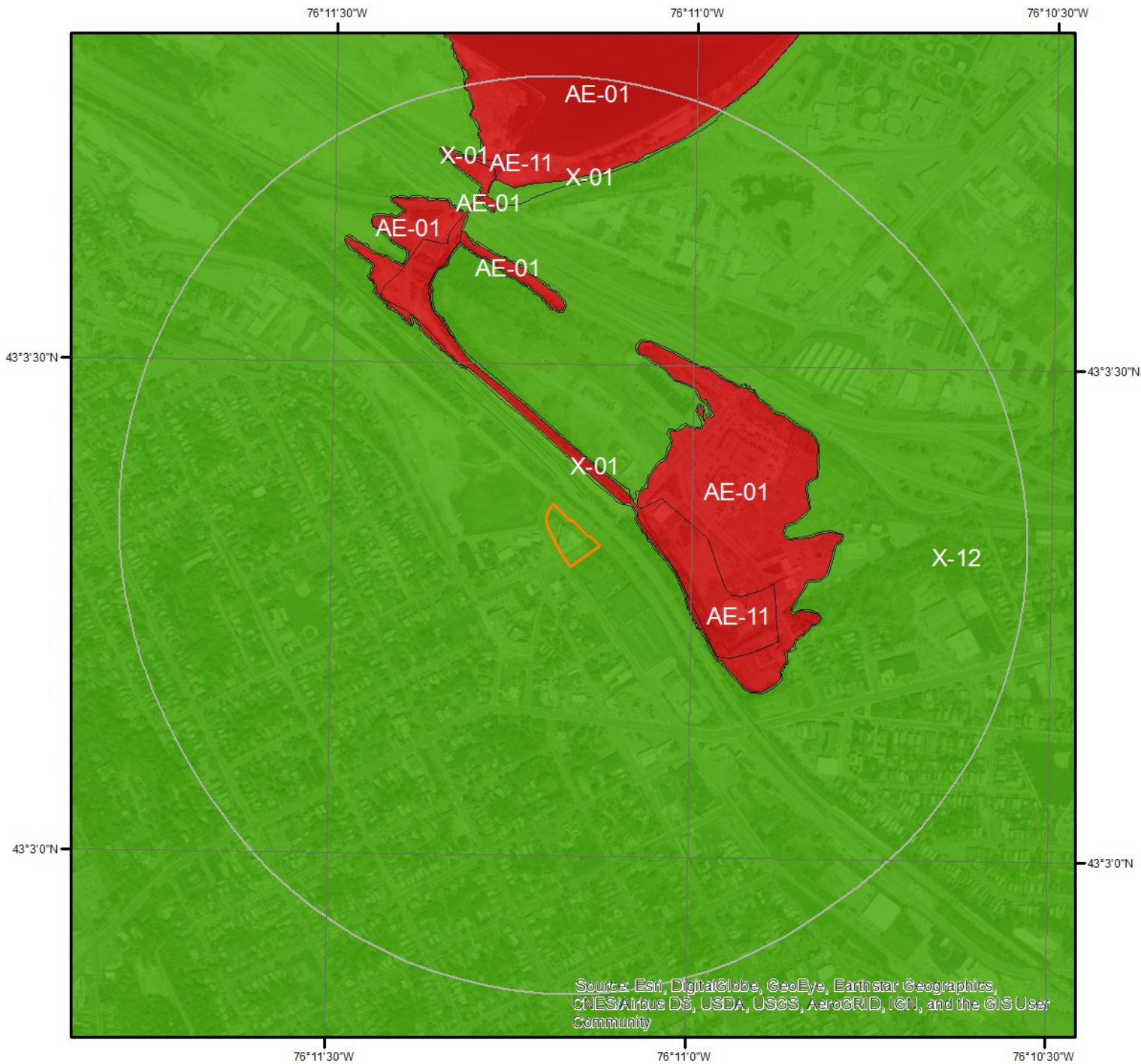


This map shows wetland existence using data from US Fish & Wildlife. Data coverage is shown to the right. Gray indicates no data available in the area.

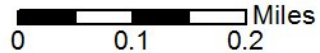
- | | |
|---|---|
|  Estuarine and Marine Deepwater |  Freshwater Pond |
|  Estuarine and Marine Wetland |  Lake |
|  Freshwater Emergent Wetland |  Other |
|  Freshwater Forested/Shrub Wetland |  Riverine |



Hydrologic Information

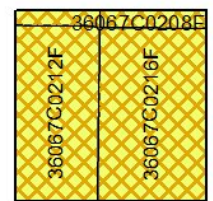


Flood Hazard Zones



This map shows FEMA flood hazard zones. FIRM panels are shown to the right, and blank indicates no data is available.

	A		AH		VE		OPEN WATER
	A99		AO		D		NOT POPULATED
	AE		V		X		AREA NOT INCLUDED



Hydrologic Information

The Wetland Type map shows wetland existence overlaid on an aerial imagery. The Flood Hazard Zones map shows FEMA flood hazard zones overlaid on an aerial imagery. Relevant FIRM panels and detailed zone information is provided below.

Available FIRM Panels in area: 36067C0212F(effective:2016-11-04) 36067C0216F(effective:2016-11-04)
36067C0204F(effective:2016-11-04) 36067C0208F(effective:2016-11-04)

Flood Zone AE-01

Zone: AE
Zone subtype:

Flood Zone AE-11

Zone: AE
Zone subtype: FLOODWAY

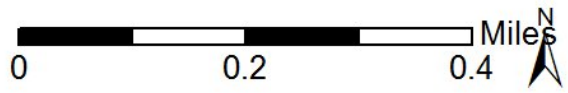
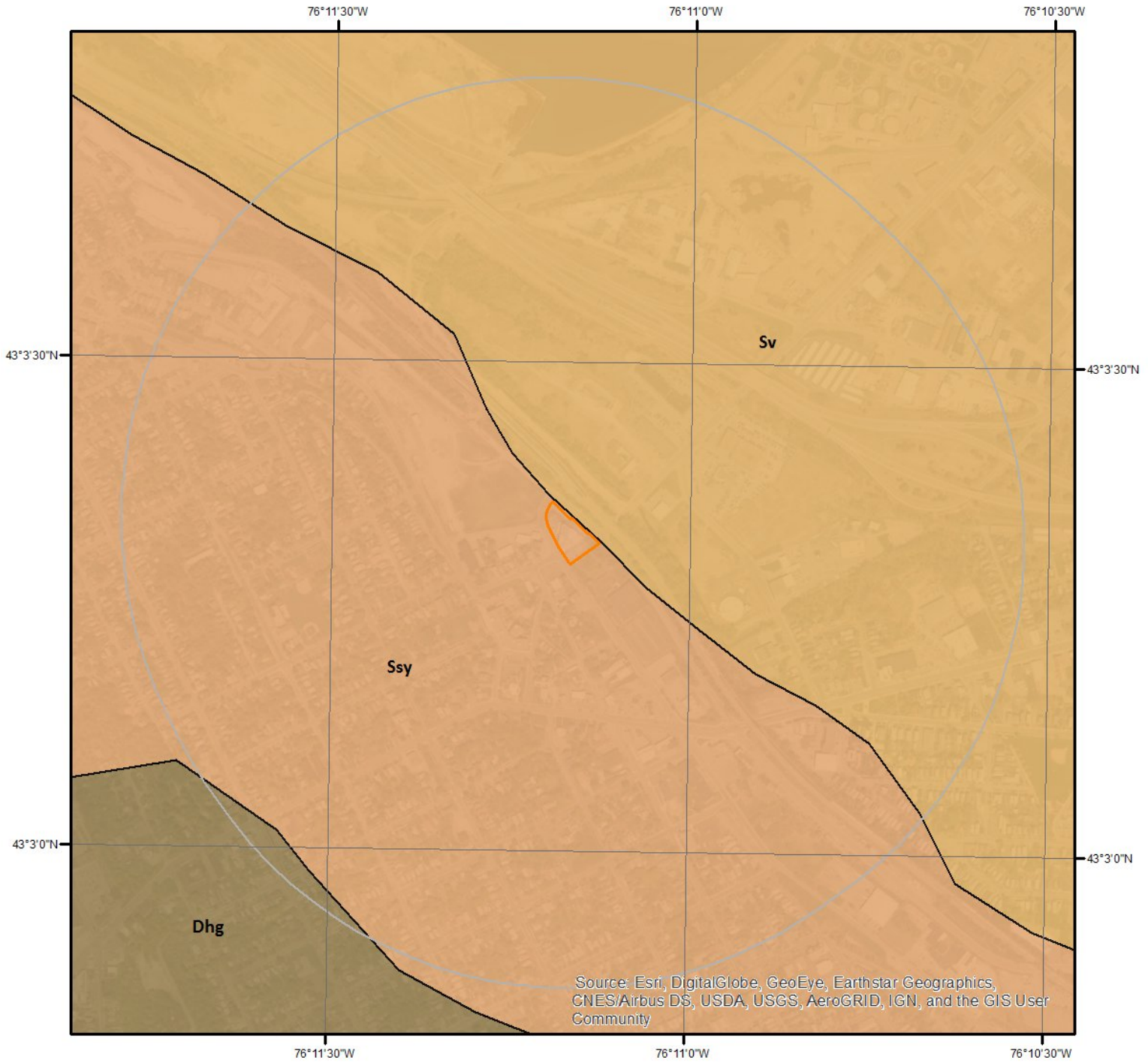
Flood Zone X-01

Zone: X
Zone subtype: 0.2 PCT ANNUAL CHANCE FLOOD HAZARD

Flood Zone X-12

Zone: X
Zone subtype: AREA OF MINIMAL FLOOD HAZARD

Geologic Information



Geologic Units

This maps shows geologic units in the area. Please refer to the report for detailed descriptions.



Geologic Information

The previous page shows USGS geology information. Detailed information about each unit is provided below.

Geologic Unit Dhg

Unit Name:	Helderberg Group
Unit Age:	Lower Devonian
Primary Rock Type:	limestone
Secondary Rock Type:	dolostone (dolomite)
Unit Description:	??

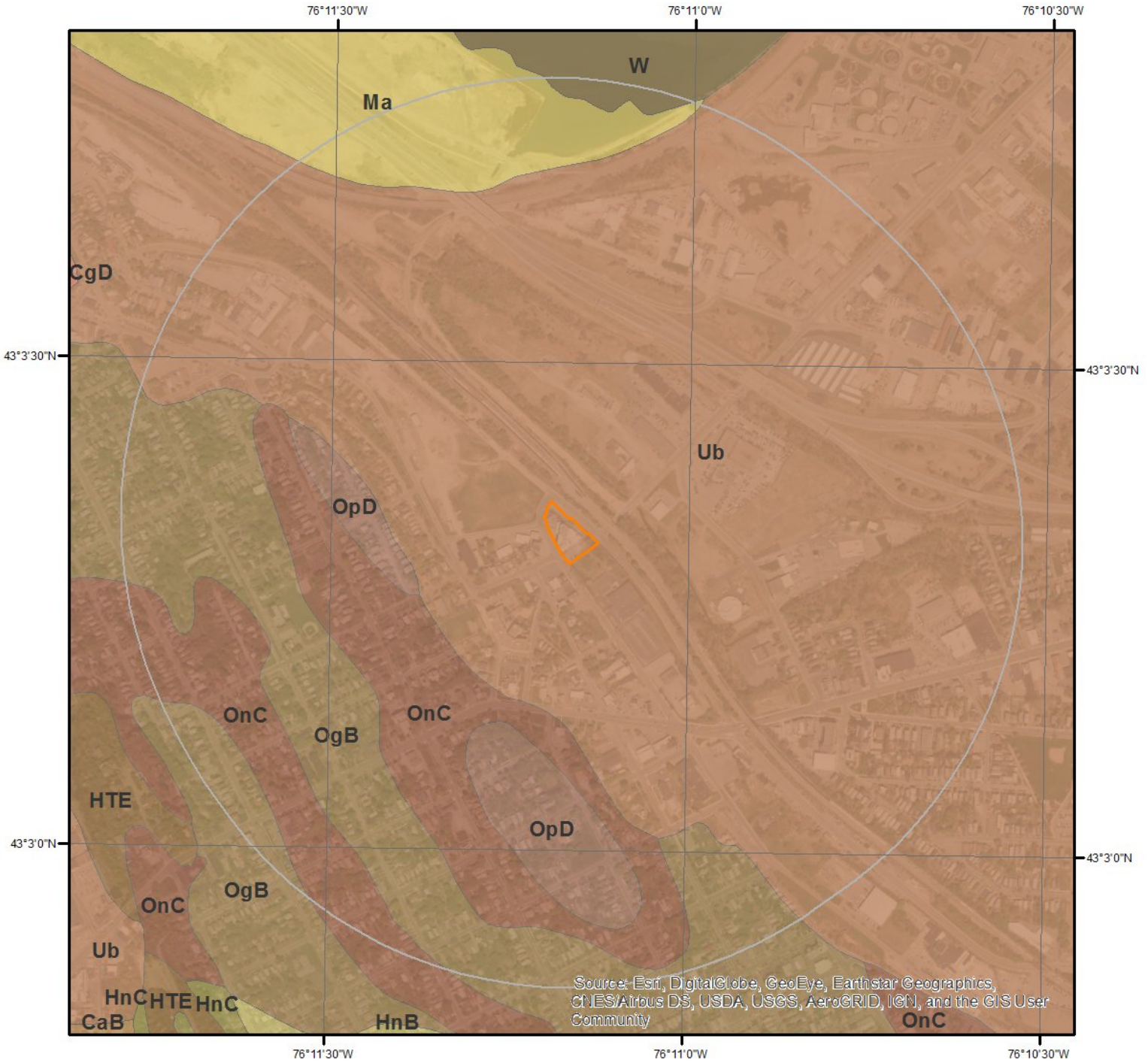
Geologic Unit Ssy

Unit Name:	Syracuse Formation
Unit Age:	Upper Silurian
Primary Rock Type:	dolostone (dolomite)
Secondary Rock Type:	shale
Unit Description:	Syracuse Formation - dolostone, shale, gypsum, salt.

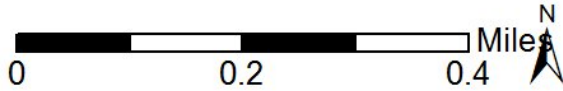
Geologic Unit Sv

Unit Name:	Vernon Shale
Unit Age:	Upper Silurian
Primary Rock Type:	shale
Secondary Rock Type:	black shale
Unit Description:	??

Soil Information



SSURGO Soils



This maps shows SSURGO soil units around the target property. Please refer to the report for detailed soil descriptions.



Soil Information

The previous page shows a soil map using SSURGO data from USDA Natural Resources Conservation Service. Detailed information about each unit is provided below.

Map Unit Ma

Map Unit Name: Made land, chemical waste
No more attributes available for this map unit

Map Unit OgB

Map Unit Name: Ontario loam, 2 to 8 percent slopes
Bedrock Depth - Min: null
Watertable Depth - Annual Min: 101cm
Drainage Class - Dominant: Well drained
Hydrologic Group - Dominant: C - Soils in this group have moderately high runoff potential when thoroughly wet. Water transmission through the soil is somewhat restricted.

Major components are printed below

Ontario(75%)

horizon H1(0cm to 36cm)	Loam
horizon H2(36cm to 81cm)	Gravelly loam
horizon H3(81cm to 152cm)	Gravelly loam

Map Unit OnC

Map Unit Name: Ontario gravelly loam, 8 to 15 percent slopes
Bedrock Depth - Min: null
Watertable Depth - Annual Min: 101cm
Drainage Class - Dominant: Well drained
Hydrologic Group - Dominant: C - Soils in this group have moderately high runoff potential when thoroughly wet. Water transmission through the soil is somewhat restricted.

Major components are printed below

Ontario(75%)

horizon H1(0cm to 36cm)	Gravelly loam
horizon H2(36cm to 81cm)	Gravelly loam
horizon H3(81cm to 152cm)	Gravelly loam

Map Unit OpD

Map Unit Name: Ontario and Madrid soils, 15 to 25 percent slopes
Bedrock Depth - Min: null
Watertable Depth - Annual Min: 101cm
Drainage Class - Dominant: Well drained
Hydrologic Group - Dominant: C - Soils in this group have moderately high runoff potential when thoroughly wet. Water transmission through the soil is somewhat restricted.

Major components are printed below

Madrid(40%)

horizon H1(0cm to 23cm)	Fine sandy loam
-------------------------	-----------------

Soil Information

horizon H2(23cm to 48cm)	Fine sandy loam
horizon H3(48cm to 107cm)	Fine sandy loam
horizon H4(107cm to 183cm)	Fine sandy loam
Ontario(40%)	
horizon H1(0cm to 36cm)	Gravelly loam
horizon H2(36cm to 81cm)	Gravelly loam
horizon H3(81cm to 152cm)	Gravelly loam

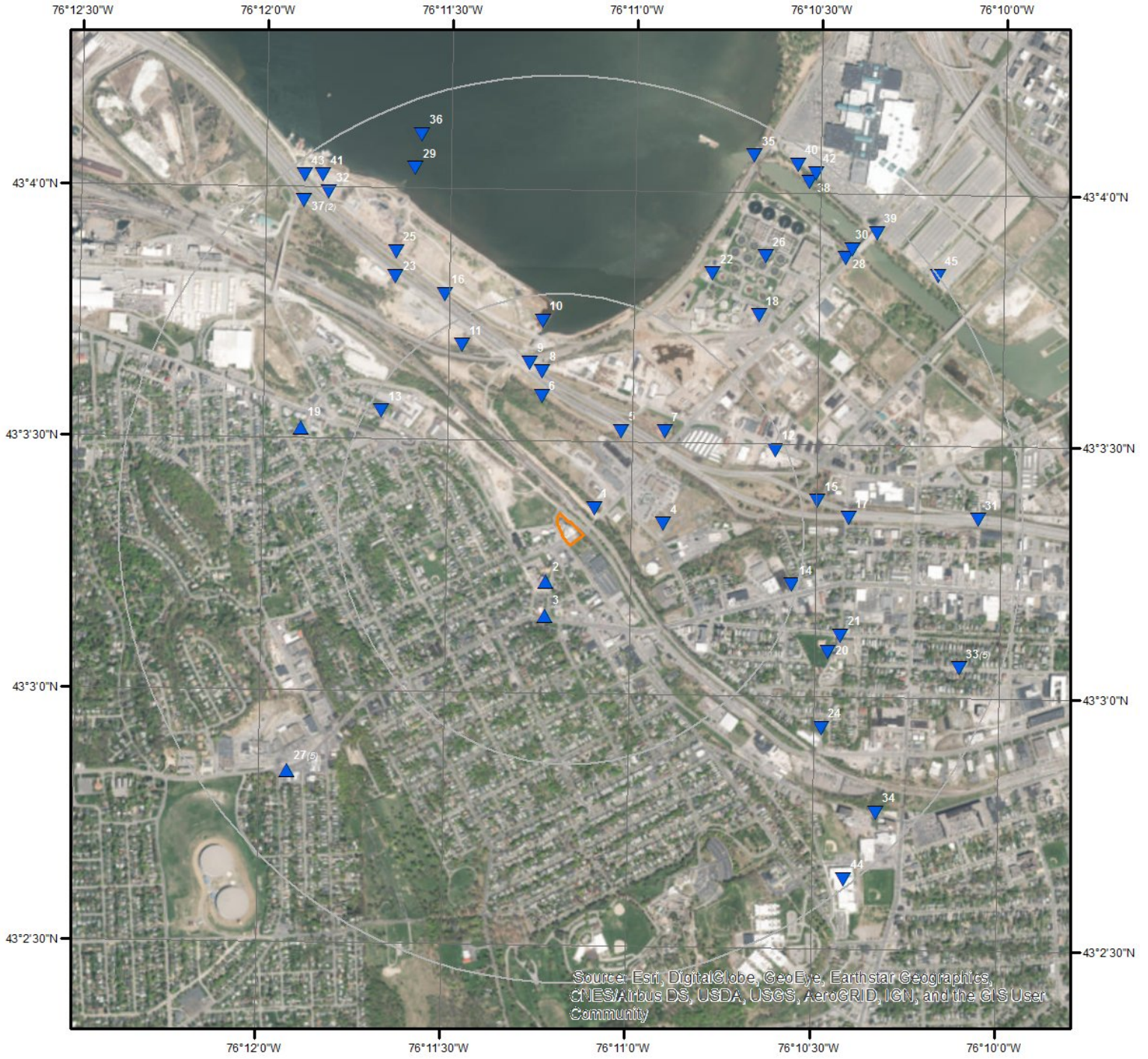
Map Unit Ub

Map Unit Name: Urban land
No more attributes available for this map unit

Map Unit W

Map Unit Name: Water
No more attributes available for this map unit

Wells and Additional Sources



Wells & Additional Sources

- ▲ Sites with Higher Elevation
- Sites with Same Elevation
- ▼ Sites with Lower Elevation
- Sites with Unknown Elevation



Wells and Additional Sources Summary

Federal Sources

Public Water Systems Violations and Enforcement Data

Map Key	PWS ID	Distance (ft)	Direction
27	NY0510849	4,352.74	SW
33	NY5830085	4,794.46	ESE

Safe Drinking Water Information System (SDWIS)

Map Key	PWS ID	Distance (ft)	Direction
27	NY0510849	4,352.74	SW
27	NY0510849	4,352.74	SW
27	NY0510849	4,352.74	SW
27	NY0510849	4,352.74	SW
33	NY5830085	4,794.46	ESE
33	NY5830085	4,794.46	ESE
33	NY5830085	4,794.46	ESE
33	NY5830085	4,794.46	ESE

USGS National Water Information System

Map Key	Monitoring Loc Identifier	Distance (ft)	Direction
1	USGS-04240105	306.43	NE
2	USGS-430313076111501	527.75	SSW
3	USGS-430309076111501	896.50	SSW
4	USGS-430320076105601	959.05	E
5	USGS-430331076110301	1,225.96	NNE
6	USGS-430335076111601	1,415.40	NNW
7	USGS-430331076105601	1,559.34	NE
8	USGS-430341076035501	1,715.40	N
9	USGS-04240106	1,841.31	NNW
10	USGS-0424010605	2,318.24	N
11	USGS-430341076033101	2,337.36	NNW
12	USGS-430329076103801	2,512.77	ENE
13	USGS-430333076114201	2,472.60	WNW
14	USGS-430313076103501	2,573.95	ESE
15	USGS-430323076103101	2,839.20	E
16	USGS-430347076113201	2,974.96	NNW
17	USGS-430321076102601	3,185.23	E
18	USGS-430345076104101	3,358.95	NE
19	USGS-430331076115501	3,275.35	WNW
20	USGS-430305076102901	3,263.00	ESE
21	USGS-430307076102701	3,320.57	ESE
23	USGS-430349076114001	3,463.74	NW
24	USGS-430256076103001	3,683.63	SE
25	USGS-430352076114001	3,714.44	NNW
26	USGS-430352076041601	3,951.25	NE
28	USGS-430352076102701	4,580.60	NE
29	USGS-430402076113701	4,502.97	NNW
30	USGS-430353076102601	4,705.08	NE
31	USGS-430321076100501	4,741.14	E
32	USGS-430359076115101	4,762.67	NW
34	USGS-430246076102101	4,851.59	SE
35	USGS-0424001205	4,894.46	NNE
36	USGS-430406076113601	4,849.85	NNW

Wells and Additional Sources Summary

37	USGS-430358076115501	4,867.55	NW
37	USGS-430357076030301	4,867.55	NW
38	USGS-430401076103301	4,991.32	NE
39	USGS-430355076102201	5,056.53	NE
40	USGS-430403076103501	5,072.51	NNE
41	USGS-04240122	4,969.80	NW
42	USGS-430402076103201	5,116.80	NE
43	USGS-430401076115501	5,103.51	NW
44	USGS-430238076102601	5,201.58	SE
45	USGS-430350076101201	5,273.79	NE

State Sources

Oil and Gas Wells

Map Key	API Well NO	Distance (ft)	Direction
22	31067009390000	3,411.04	NNE

Water Wells Database

Map Key	ID	Distance (ft)	Direction
	No records found		

Wells and Additional Sources Detail Report

Public Water Systems Violations and Enforcement Data

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
27	SW	0.82	4,352.74	502.74	PWSV

Address Line 2: 2205 WEST GENESEE STREET
 State Code: NY
 Zip Code: 13218
 City Name: SYRACUSE
 Address Line 1: DUCK LAKE MOBILE HOME PARK
 PWS ID: NY0510849
 PWS Type Code: CWS
 PWS Type Description: Community Water System
 Primary Source Code: GW
 Primary Source Desc: Groundwater
 PWS Activity Code: N
 PWS Activity Description: Non-public
 PWS Deactivation Date: 14/06/2002
 Phone Number:

--Details--

Population Served Count: 24
 City Served:
 County Served:
 State Served: NY
 Zip Code Served:

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
33	ESE	0.91	4,794.46	397.66	PWSV

Address Line 2: 450 WILKINSON STREET
 State Code: NY
 Zip Code: 13204
 City Name: SYRACUSE
 Address Line 1:
 PWS ID: NY5830085
 PWS Type Code: TNCWS
 PWS Type Description: Transient Non-Community Water System
 Primary Source Code: GW
 Primary Source Desc: Groundwater
 PWS Activity Code: N
 PWS Activity Description: Non-public
 PWS Deactivation Date: 01/10/2010
 Phone Number: 315-422-8127

Wells and Additional Sources Detail Report

--Details--

Population Served Count: 40
 City Served: LYONS (T)
 County Served: Wayne
 State Served: NY
 Zip Code Served:

Safe Drinking Water Information System (SDWIS)

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
27	SW	0.82	4,352.74	502.74	SDWIS

PWS ID:	NY0510849	Pop Cat 11:	<=100
Facility ID:	27013	Pop Cat 11 Cd:	1
Facility Name:	DRILLED WELL	Pop Cat 2:	<10,000
EPA Region Code:	02	Pop Cat 2 Cd:	1
EPA Region:	Region 2	Pop Cat 3:	<=3300
Season Begin Date:	-	Pop Cat 3 Cd:	1
Season End Date:	-	Pop Cat 4:	<10K
Deactivation Date:	14-JUN-02	Pop Cat 4 Cd:	1
Fac Deactvtn Dt:	04-OCT-05	Pop Cat 5:	<=500
First Rptd Dt:	29-JAN-81	Pop Cat 5 Cd:	1
Last Rptd Date:	28-MAR-16	ORG Name:	-
Primacy Agency:	New York	Admin Name:	HARRIS, THOMAS C.
Is Source Ind:	Yes	Phone No:	-
Facility Type Cd:	WL	Phone Ext No:	-
Facility Type Desc:	Well	Alt Phone No:	-
Activity Status Cd:	N	Fax No:	-
Activity Status:	Changed from public to non-public	Email Addr:	-
Availability Code:	P	Avlblty Desc:	Permanent
Water Type Code:	GW	Wtr Tp Desc:	Ground water
DBPR Schd Ctg Cd:	-	DBPR Schd Ctg:	-
Facility Activity Cd:	I	Fac Activity:	Inactive
Filtrtn Status Cd:	-	Filt Stat Desc:	-
GW or SW Code:	GW	GW or SS:	Groundwater
LT2 Sch Ctgry Cd:	-	LT2 Sched Ctg:	-
Owner Type Code:	P	Owner Type:	Private
PWS Type Code:	CWS	PWS Type:	Community water system
Primcy Agency Cd:	NY	Primacy Type:	State
Primary Source Cd:	GW	Primary Srce:	Ground water
Seller Treatmnt Cd:	-	Seller Trt Dsc:	-
Submsn Status Cd:	Y	Sub Stat Dsc:	Reported and accepted
Subms Sts Cd Vio:	Y	Pop Srvd Cnt:	24
Is Grant Eligible:	No	Srv Cnctn Cnt:	6
Outstndng Perfrm:	-	Seller PWSID:	-
Outstndng Perf Dt:	-	Slr PWS Nm:	-
Schl or Dycare:	No	CDS ID:	-

Wells and Additional Sources Detail Report

Source Treated Ind:	Y	Country Code:	US
Src Wtr Protected:	No	Cntry Nm BTP:	-
Src Wtr Prot Dt:	-	State Code:	NY
NPM Candidate:	No	State Fac ID:	-
Is Wholesaler:	No	Sub Quarter:	1
Submission Year:	2016	Validity Ind:	Yes
Submission Yr Qtr:	2016Q1		

--Details--

Treatment ID: -
 Treatment Process Code: -
 Treatment Process: -
 Treatment Objective Code: -
 Treatment Objective: -
 Treatment Plant City: -
 Treatment Plant State: -
 Treatment Plant Addr 1: -
 Treatment Plant Addr 2: -
 Treatment Plant Zip Code: -
 Treatment Comments: -

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
27	SW	0.82	4,352.74	502.74	SDWIS

PWS ID:	NY0510849	Pop Cat 11:	<=100
Facility ID:	65447	Pop Cat 11 Cd:	1
Facility Name:	DISTRIBUTION SYSTEM	Pop Cat 2:	<10,000
EPA Region Code:	02	Pop Cat 2 Cd:	1
EPA Region:	Region 2	Pop Cat 3:	<=3300
Season Begin Date:	-	Pop Cat 3 Cd:	1
Season End Date:	-	Pop Cat 4:	<10K
Deactivation Date:	14-JUN-02	Pop Cat 4 Cd:	1
Fac Deactvtn Dt:	04-OCT-05	Pop Cat 5:	<=500
First Rptd Dt:	29-JAN-81	Pop Cat 5 Cd:	1
Last Rptd Date:	28-MAR-16	ORG Name:	-
Primacy Agency:	New York	Admin Name:	HARRIS, THOMAS C.
Is Source Ind:	No	Phone No:	-
Facility Type Cd:	DS	Phone Ext No:	-
Facility Type Desc:	Distribution System/Zone	Alt Phone No:	-
Activity Status Cd:	N	Fax No:	-
Activity Status:	Changed from public to non-public	Email Addr:	-
Availability Code:	P	Avlblty Desc:	Permanent
Water Type Code:	-	Wtr Tp Desc:	-
DBPR Schd Ctg Cd:	-	DBPR Schd Ctg:	-
Facility Activity Cd:	I	Fac Activity:	Inactive
Filtrtn Status Cd:	-	Filt Stat Desc:	-

Wells and Additional Sources Detail Report

GW or SW Code:	GW	GW or SS:	Groundwater
LT2 Sch Ctgr Cd:	-	LT2 Sched Ctg:	-
Owner Type Code:	P	Owner Type:	Private
PWS Type Code:	CWS	PWS Type:	Community water system
Primcy Agency Cd:	NY	Primacy Type:	State
Primary Source Cd:	GW	Primary Srce:	Ground water
Seller Treatmnt Cd:	-	Seller Trt Dsc:	-
Submsn Status Cd:	Y	Sub Stat Dsc:	Reported and accepted
Subms Sts Cd Vio:	Y	Pop Srvd Cnt:	24
Is Grant Eligible:	No	Srv Cnctn Cnt:	6
Outstndng Perfrm:	-	Seller PWSID:	-
Outstndng Perf Dt:	-	Sllr PWS Nm:	-
Schl or Dycare:	No	CDS ID:	-
Source Treated Ind:	-	Country Code:	US
Src Wtr Protected:	No	Cntry Nm BTP:	-
Src Wtr Prot Dt:	-	State Code:	NY
NPM Candidate:	No	State Fac ID:	-
Is Wholesaler:	No	Sub Quarter:	1
Submission Year:	2016	Validity Ind:	Yes
Submission Yr Qtr:	2016Q1		

--Details--

Treatment ID:	-
Treatment Process Code:	-
Treatment Process:	-
Treatment Objective Code:	-
Treatment Objective:	-
Treatment Plant City:	-
Treatment Plant State:	-
Treatment Plant Addr 1:	-
Treatment Plant Addr 2:	-
Treatment Plant Zip Code:	-
Treatment Comments:	-

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
27	SW	0.82	4,352.74	502.74	SDWIS

PWS ID:	NY0510849	Pop Cat 11:	<=100
Facility ID:	65446	Pop Cat 11 Cd:	1
Facility Name:	STORAGE TANK	Pop Cat 2:	<10,000
EPA Region Code:	02	Pop Cat 2 Cd:	1
EPA Region:	Region 2	Pop Cat 3:	<=3300
Season Begin Date:	-	Pop Cat 3 Cd:	1
Season End Date:	-	Pop Cat 4:	<10K
Deactivation Date:	14-JUN-02	Pop Cat 4 Cd:	1
Fac Deactvtn Dt:	04-OCT-05	Pop Cat 5:	<=500

Wells and Additional Sources Detail Report

First Rptd Dt:	29-JAN-81	Pop Cat 5 Cd:	1
Last Rptd Date:	28-MAR-16	ORG Name:	-
Primacy Agency:	New York	Admin Name:	HARRIS, THOMAS C.
Is Source Ind:	No	Phone No:	-
Facility Type Cd:	ST	Phone Ext No:	-
Facility Type Desc:	Storage	Alt Phone No:	-
Activity Status Cd:	N	Fax No:	-
Activity Status:	Changed from public to non-public	Email Addr:	-
Availability Code:	P	Avlblty Desc:	Permanent
Water Type Code:	-	Wtr Tp Desc:	-
DBPR Schd Ctg Cd:	-	DBPR Schd Ctg:	-
Facility Activity Cd:	I	Fac Activity:	Inactive
Filtrtn Status Cd:	-	Filt Stat Desc:	-
GW or SW Code:	GW	GW or SS:	Groundwater
LT2 Sch Ctgry Cd:	-	LT2 Sched Ctg:	-
Owner Type Code:	P	Owner Type:	Private
PWS Type Code:	CWS	PWS Type:	Community water system
Primcy Agency Cd:	NY	Primacy Type:	State
Primary Source Cd:	GW	Primary Srce:	Ground water
Seller Treatmnt Cd:	-	Seller Trt Dsc:	-
Submsn Status Cd:	Y	Sub Stat Dsc:	Reported and accepted
Subms Sts Cd Vio:	Y	Pop Srvd Cnt:	24
Is Grant Eligible:	No	Srv Cnctn Cnt:	6
Outstndng Perfrm:	-	Seller PWSID:	-
Outstndng Perf Dt:	-	Slr PWS Nm:	-
Schl or Dycare:	No	CDS ID:	-
Source Treated Ind:	-	Country Code:	US
Src Wtr Protected:	No	Cntry Nm BTP:	-
Src Wtr Prot Dt:	-	State Code:	NY
NPM Candidate:	No	State Fac ID:	-
Is Wholesaler:	No	Sub Quarter:	1
Submission Year:	2016	Validity Ind:	Yes
Submission Yr Qtr:	2016Q1		

--Details--

Treatment ID:	-
Treatment Process Code:	-
Treatment Process:	-
Treatment Objective Code:	-
Treatment Objective:	-
Treatment Plant City:	-
Treatment Plant State:	-
Treatment Plant Addr 1:	-
Treatment Plant Addr 2:	-
Treatment Plant Zip Code:	-
Treatment Comments:	-

Wells and Additional Sources Detail Report

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
27	SW	0.82	4,352.74	502.74	SDWIS

PWS ID:	NY0510849	Pop Cat 11:	<=100
Facility ID:	13678	Pop Cat 11 Cd:	1
Facility Name:	HYPOCHLORINATOR	Pop Cat 2:	<10,000
EPA Region Code:	02	Pop Cat 2 Cd:	1
EPA Region:	Region 2	Pop Cat 3:	<=3300
Season Begin Date:	-	Pop Cat 3 Cd:	1
Season End Date:	-	Pop Cat 4:	<10K
Deactivation Date:	14-JUN-02	Pop Cat 4 Cd:	1
Fac Deactvtn Dt:	04-OCT-05	Pop Cat 5:	<=500
First Rptd Dt:	29-JAN-81	Pop Cat 5 Cd:	1
Last Rptd Date:	28-MAR-16	ORG Name:	-
Primacy Agency:	New York	Admin Name:	HARRIS, THOMAS C.
Is Source Ind:	No	Phone No:	-
Facility Type Cd:	TP	Phone Ext No:	-
Facility Type Desc:	Treatment Plant	Alt Phone No:	-
Activity Status Cd:	N	Fax No:	-
Activity Status:	Changed from public to non-public	Email Addr:	-
Availability Code:	P	Avlblty Desc:	Permanent
Water Type Code:	-	Wtr Tp Desc:	-
DBPR Schd Ctg Cd:	-	DBPR Schd Ctg:	-
Facility Activity Cd:	I	Fac Activity:	Inactive
Filtrtn Status Cd:	-	Filt Stat Desc:	-
GW or SW Code:	GW	GW or SS:	Groundwater
LT2 Sch Ctgr Cd:	-	LT2 Sched Ctg:	-
Owner Type Code:	P	Owner Type:	Private
PWS Type Code:	CWS	PWS Type:	Community water system
Primcy Agency Cd:	NY	Primacy Type:	State
Primary Source Cd:	GW	Primary Srce:	Ground water
Seller Treatmnt Cd:	-	Seller Trt Dsc:	-
Submsn Status Cd:	Y	Sub Stat Dsc:	Reported and accepted
Subms Sts Cd Vio:	Y	Pop Srvd Cnt:	24
Is Grant Eligible:	No	Srv Cnctn Cnt:	6
Outstndng Perfrm:	-	Seller PWSID:	-
Outstndng Perf Dt:	-	Sllr PWS Nm:	-
Schl or Dycare:	No	CDS ID:	-
Source Treated Ind:	-	Country Code:	US
Src Wtr Protected:	No	Cntry Nm BTP:	-
Src Wtr Prot Dt:	-	State Code:	NY
NPM Candidate:	No	State Fac ID:	-
Is Wholesaler:	No	Sub Quarter:	1
Submission Year:	2016	Validity Ind:	Yes
Submission Yr Qtr:	2016Q1		

Wells and Additional Sources Detail Report

--Details--

Treatment ID: 1186
 Treatment Process Code: 421
 Treatment Process: Hypochlorination, Post
 Treatment Objective Code: D
 Treatment Objective: Disinfection
 Treatment Plant City: -
 Treatment Plant State: -
 Treatment Plant Addr 1: -
 Treatment Plant Addr 2: -
 Treatment Plant Zip Code: -
 Treatment Comments: -

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
33	ESE	0.91	4,794.46	397.66	SDWIS

PWS ID:	NY5830085	Pop Cat 11:	<=100
Facility ID:	78321	Pop Cat 11 Cd:	1
Facility Name:	240 GALLON STORAGE TANK	Pop Cat 2:	<10,000
EPA Region Code:	02	Pop Cat 2 Cd:	1
EPA Region:	Region 2	Pop Cat 3:	<=3300
Season Begin Date:	07-15	Pop Cat 3 Cd:	1
Season End Date:	08-31	Pop Cat 4:	<10K
Deactivation Date:	01-OCT-10	Pop Cat 4 Cd:	1
Fac Deactvtn Dt:	-	Pop Cat 5:	<=500
First Rptd Dt:	11-AUG-10	Pop Cat 5 Cd:	1
Last Rptd Date:	28-MAR-16	ORG Name:	VOIGT, RICHARD
Primacy Agency:	New York	Admin Name:	VOIGT, RICHARD
Is Source Ind:	No	Phone No:	315-422-8127
Facility Type Cd:	ST	Phone Ext No:	-
Facility Type Desc:	Storage	Alt Phone No:	-
Activity Status Cd:	N	Fax No:	315-422-8047
Activity Status:	Changed from public to non-public	Email Addr:	-
Availability Code:	-	Avlblty Desc:	-
Water Type Code:	-	Wtr Tp Desc:	-
DBPR Schd Ctg Cd:	-	DBPR Schd Ctg:	-
Facility Activity Cd:	A	Fac Activity:	Active
Filtrtn Status Cd:	-	Filt Stat Desc:	-
GW or SW Code:	GW	GW or SS:	Groundwater
LT2 Sch Ctgry Cd:	-	LT2 Sched Ctg:	-
Owner Type Code:	P	Owner Type:	Private
PWS Type Code:	TNCWS	PWS Type:	Transient non-community system
Primcy Agency Cd:	NY	Primacy Type:	State
Primary Source Cd:	GW	Primary Srce:	Ground water
Seller Treatmnt Cd:	-	Seller Trt Dsc:	-
Submsn Status Cd:	Y	Sub Stat Dsc:	Reported and accepted

Wells and Additional Sources Detail Report

Subms Sts Cd Vio:	Y	Pop Srvd Cnt:	40
Is Grant Eligible:	No	Srvc Cnctn Cnt:	1
Outstndng Perfm:	-	Seller PWSID:	-
Outstndng Perf Dt:	-	Sllr PWS Nm:	-
Schl or Dycare:	No	CDS ID:	-
Source Treated Ind:	-	Country Code:	US
Src Wtr Protected:	-	Cntry Nm BTP:	-
Src Wtr Prot Dt:	-	State Code:	NY
NPM Candidate:	No	State Fac ID:	ST001
Is Wholesaler:	No	Sub Quarter:	1
Submission Year:	2016	Validity Ind:	Yes
Submission Yr Qtr:	2016Q1		

--Details--

Treatment ID:	-
Treatment Process Code:	-
Treatment Process:	-
Treatment Objective Code:	-
Treatment Objective:	-
Treatment Plant City:	-
Treatment Plant State:	-
Treatment Plant Addr 1:	-
Treatment Plant Addr 2:	-
Treatment Plant Zip Code:	-
Treatment Comments:	-

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
33	ESE	0.91	4,794.46	397.66	SDWIS

PWS ID:	NY5830085	Pop Cat 11:	<=100
Facility ID:	78320	Pop Cat 11 Cd:	1
Facility Name:	TREATMENT BLDG	Pop Cat 2:	<10,000
EPA Region Code:	02	Pop Cat 2 Cd:	1
EPA Region:	Region 2	Pop Cat 3:	<=3300
Season Begin Date:	07-15	Pop Cat 3 Cd:	1
Season End Date:	08-31	Pop Cat 4:	<10K
Deactivation Date:	01-OCT-10	Pop Cat 4 Cd:	1
Fac Deactvtn Dt:	-	Pop Cat 5:	<=500
First Rptd Dt:	11-AUG-10	Pop Cat 5 Cd:	1
Last Rptd Date:	28-MAR-16	ORG Name:	VOIGT, RICHARD
Primacy Agency:	New York	Admin Name:	VOIGT, RICHARD
Is Source Ind:	No	Phone No:	315-422-8127
Facility Type Cd:	TP	Phone Ext No:	-
Facility Type Desc:	Treatment Plant	Alt Phone No:	-
Activity Status Cd:	N	Fax No:	315-422-8047
Activity Status:	Changed from public to non-public	Email Addr:	-

Wells and Additional Sources Detail Report

Availability Code: -	Avlblty Desc: -
Water Type Code: -	Wtr Tp Desc: -
DBPR Schd Ctg Cd: -	DBPR Schd Ctg: -
Facility Activity Cd: A	Fac Activity: Active
Filtrtn Status Cd: -	Filt Stat Desc: -
GW or SW Code: GW	GW or SS: Groundwater
LT2 Sch Ctgry Cd: -	LT2 Sched Ctg: -
Owner Type Code: P	Owner Type: Private
PWS Type Code: TNCWS	PWS Type: Transient non-community system
Primcy Agency Cd: NY	Primacy Type: State
Primary Source Cd: GW	Primary Srce: Ground water
Seller Treatmnt Cd: -	Seller Trt Dsc: -
Submsn Status Cd: Y	Sub Stat Dsc: Reported and accepted
Subms Sts Cd Vio: Y	Pop Srvd Cnt: 40
Is Grant Eligible: No	Srv Cnctn Cnt: 1
Outstndng Perfrm: -	Seller PWSID: -
Outstndng Perf Dt: -	Slr PWS Nm: -
Schl or Dycare: No	CDS ID: -
Source Treated Ind: -	Country Code: US
Src Wtr Protected: -	Cntry Nm BTP: -
Src Wtr Prot Dt: -	State Code: NY
NPM Candidate: No	State Fac ID: TP001
Is Wholesaler: No	Sub Quarter: 1
Submission Year: 2016	Validity Ind: Yes
Submission Yr Qtr: 2016Q1	

--Details--

Treatment ID: 31173
 Treatment Process Code: 423
 Treatment Process: Hypochlorination, Pre
 Treatment Objective Code: D
 Treatment Objective: Disinfection
 Treatment Plant City: -
 Treatment Plant State: -
 Treatment Plant Addr 1: -
 Treatment Plant Addr 2: -
 Treatment Plant Zip Code: -
 Treatment Comments: HYPOCHLORINATION, PRE

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
33	ESE	0.91	4,794.46	397.66	SDWIS

PWS ID: NY5830085	Pop Cat 11: <=100
Facility ID: 78318	Pop Cat 11 Cd: 1
Facility Name: WELL	Pop Cat 2: <10,000
EPA Region Code: 02	Pop Cat 2 Cd: 1

Wells and Additional Sources Detail Report

EPA Region:	Region 2	Pop Cat 3:	<=3300
Season Begin Date:	07-15	Pop Cat 3 Cd:	1
Season End Date:	08-31	Pop Cat 4:	<10K
Deactivation Date:	01-OCT-10	Pop Cat 4 Cd:	1
Fac Deactivtn Dt:	-	Pop Cat 5:	<=500
First Rptd Dt:	11-AUG-10	Pop Cat 5 Cd:	1
Last Rptd Date:	28-MAR-16	ORG Name:	VOIGT, RICHARD
Primacy Agency:	New York	Admin Name:	VOIGT, RICHARD
Is Source Ind:	Yes	Phone No:	315-422-8127
Facility Type Cd:	WL	Phone Ext No:	-
Facility Type Desc:	Well	Alt Phone No:	-
Activity Status Cd:	N	Fax No:	315-422-8047
Activity Status:	Changed from public to non-public	Email Addr:	-
Availability Code:	P	Avlblty Desc:	Permanent
Water Type Code:	GW	Wtr Tp Desc:	Ground water
DBPR Schd Ctg Cd:	-	DBPR Schd Ctg:	-
Facility Activity Cd:	A	Fac Activity:	Active
Filtrtn Status Cd:	-	Filt Stat Desc:	-
GW or SW Code:	GW	GW or SS:	Groundwater
LT2 Sch Ctgry Cd:	-	LT2 Sched Ctg:	-
Owner Type Code:	P	Owner Type:	Private
PWS Type Code:	TNCWS	PWS Type:	Transient non-community system
Primcy Agency Cd:	NY	Primacy Type:	State
Primary Source Cd:	GW	Primary Srce:	Ground water
Seller Treatmnt Cd:	-	Seller Trt Dsc:	-
Submsn Status Cd:	Y	Sub Stat Dsc:	Reported and accepted
Subms Sts Cd Vio:	Y	Pop Srvd Cnt:	40
Is Grant Eligible:	No	Srv Cnctn Cnt:	1
Outstndng Perfrm:	-	Seller PWSID:	-
Outstndng Perf Dt:	-	Slr PWS Nm:	-
Schl or Dycare:	No	CDS ID:	-
Source Treated Ind:	Y	Country Code:	US
Src Wtr Protected:	-	Cntry Nm BTP:	-
Src Wtr Prot Dt:	-	State Code:	NY
NPM Candidate:	No	State Fac ID:	WL001
Is Wholesaler:	No	Sub Quarter:	1
Submission Year:	2016	Validity Ind:	Yes
Submission Yr Qtr:	2016Q1		

--Details--

Treatment ID:	-
Treatment Process Code:	-
Treatment Process:	-
Treatment Objective Code:	-
Treatment Objective:	-
Treatment Plant City:	-
Treatment Plant State:	-

Wells and Additional Sources Detail Report

Treatment Plant Addr 1: -
 Treatment Plant Addr 2: -
 Treatment Plant Zip Code: -
 Treatment Comments: -

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
33	ESE	0.91	4,794.46	397.66	SDWIS

PWS ID:	NY5830085	Pop Cat 11:	<=100
Facility ID:	78319	Pop Cat 11 Cd:	1
Facility Name:	DISTRIBUTION	Pop Cat 2:	<10,000
EPA Region Code:	02	Pop Cat 2 Cd:	1
EPA Region:	Region 2	Pop Cat 3:	<=3300
Season Begin Date:	07-15	Pop Cat 3 Cd:	1
Season End Date:	08-31	Pop Cat 4:	<10K
Deactivation Date:	01-OCT-10	Pop Cat 4 Cd:	1
Fac Deactvtn Dt:	-	Pop Cat 5:	<=500
First Rptd Dt:	11-AUG-10	Pop Cat 5 Cd:	1
Last Rptd Date:	28-MAR-16	ORG Name:	VOIGT, RICHARD
Primacy Agency:	New York	Admin Name:	VOIGT, RICHARD
Is Source Ind:	No	Phone No:	315-422-8127
Facility Type Cd:	DS	Phone Ext No:	-
Facility Type Desc:	Distribution System/Zone	Alt Phone No:	-
Activity Status Cd:	N	Fax No:	315-422-8047
Activity Status:	Changed from public to non-public	Email Addr:	-
Availability Code:	-	Avlblty Desc:	-
Water Type Code:	-	Wtr Tp Desc:	-
DBPR Schd Ctg Cd:	-	DBPR Schd Ctg:	-
Facility Activity Cd:	A	Fac Activity:	Active
Filtrtn Status Cd:	-	Filt Stat Desc:	-
GW or SW Code:	GW	GW or SS:	Groundwater
LT2 Sch Ctgry Cd:	-	LT2 Sched Ctg:	-
Owner Type Code:	P	Owner Type:	Private
PWS Type Code:	TNCWS	PWS Type:	Transient non-community system
Primcy Agency Cd:	NY	Primacy Type:	State
Primary Source Cd:	GW	Primary Srce:	Ground water
Seller Treatmnt Cd:	-	Seller Trt Dsc:	-
Submsn Status Cd:	Y	Sub Stat Dsc:	Reported and accepted
Subms Sts Cd Vio:	Y	Pop Srvd Cnt:	40
Is Grant Eligible:	No	Srv Cnctn Cnt:	1
Outstndng Perfrm:	-	Seller PWSID:	-
Outstndng Perf Dt:	-	Sllr PWS Nm:	-
Schl or Dycare:	No	CDS ID:	-
Source Treated Ind:	-	Country Code:	US
Src Wtr Protected:	-	Cntry Nm BTP:	-
Src Wtr Prot Dt:	-	State Code:	NY

Wells and Additional Sources Detail Report

NPM Candidate:	No	State Fac ID:	D001
Is Wholesaler:	No	Sub Quarter:	1
Submission Year:	2016	Validity Ind:	Yes
Submission Yr Qtr:	2016Q1		

--Details--

Treatment ID: -
 Treatment Process Code: -
 Treatment Process: -
 Treatment Objective Code: -
 Treatment Objective: -
 Treatment Plant City: -
 Treatment Plant State: -
 Treatment Plant Addr 1: -
 Treatment Plant Addr 2: -
 Treatment Plant Zip Code: -
 Treatment Comments: -

USGS National Water Information System

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
1	NE	0.06	306.43	379.03	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:		Provider Name:	NWIS
W Hole Depth Unit:		County:	ONONDAGA
Construction Date:		Latitude:	43.0561111
Source Map Scale:	24000	Longitude:	-76.185
Monitoring Loc Name:	HARBOR BROOK AT HIAWATHA BOULEVARD, SYRACUSE NY		
Monitoring Loc Identifier:	USGS-04240105		
Monitoring Loc Type:	Stream		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:	12.1		
Drainage Area Unit:	sq mi		
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	365.20		

Wells and Additional Sources Detail Report

Vertical Measure Unit: feet
 Vertical Accuracy: 0.1
 Vertical Accuracy Unit: feet
 Vertical Collection Mthd: Level or other surveyed method.
 Vert Coord Refer System: NAVD88

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
2	SSW	0.10	527.75	429.94	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	16	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	19880120	Latitude:	43.0536777
Source Map Scale:	24000	Longitude:	-76.1871478
Monitoring Loc Name:	OD1770		
Monitoring Loc Identifier:	USGS-430313076111501		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	430.2		
Vertical Measure Unit:	feet		
Vertical Accuracy:	0.1		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Level or other surveyed method.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
3	SSW	0.17	896.50	448.01	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	

Wells and Additional Sources Detail Report

Well Depth Unit:		Country Code:	US
Well Hole Depth:	19.5	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	19600414	Latitude:	43.0525665
Source Map Scale:	24000	Longitude:	-76.1871478
Monitoring Loc Name:	OD1720		
Monitoring Loc Identifier:	USGS-430309076111501		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	458		
Vertical Measure Unit:	feet		
Vertical Accuracy:	5		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Interpolated from topographic map.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
4	E	0.18	959.05	379.03	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	100	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	196804	Latitude:	43.0556221
Source Map Scale:	24000	Longitude:	-76.1818699
Monitoring Loc Name:	OD1683		
Monitoring Loc Identifier:	USGS-430320076105601		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			

Wells and Additional Sources Detail Report

Unit:
 Horizontal Accuracy: 1
 Horizontal Accuracy Unit: seconds
 Horizontal Collection Mthd: Interpolated from MAP.
 Horiz Coord Refer System: NAD83
 Vertical Measure: 376
 Vertical Measure Unit: feet
 Vertical Accuracy: 5
 Vertical Accuracy Unit: feet
 Vertical Collection Mthd: Interpolated from topographic map.
 Vert Coord Refer System: NGVD29

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
5	NNE	0.23	1,225.96	379.35	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	136	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:		Latitude:	43.0586777
Source Map Scale:	24000	Longitude:	-76.1838144
Monitoring Loc Name:	OD 566		
Monitoring Loc Identifier:	USGS-430331076110301		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	391.1		
Vertical Measure Unit:	feet		
Vertical Accuracy:	.1		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Level or other surveyed method.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
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Wells and Additional Sources Detail Report

6 NNW 0.27 1,415.40 376.38 FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	106.5	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	19741028	Latitude:	43.0597888
Source Map Scale:	24000	Longitude:	-76.1874256
Monitoring Loc Name:	OD1531		
Monitoring Loc Identifier:	USGS-430335076111601		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	369.5		
Vertical Measure Unit:	feet		
Vertical Accuracy:	0.1		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Level or other surveyed method.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
7	NE	0.30	1,559.34	378.96	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	161	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	1970	Latitude:	43.0586777
Source Map Scale:	24000	Longitude:	-76.1818699
Monitoring Loc Name:	OD1634		
Monitoring Loc Identifier:	USGS-430331076105601		

Wells and Additional Sources Detail Report

Monitoring Loc Type: Well: Test hole not completed as a well
 Monitoring Loc Desc:
 HUC Eight Digit Code: 04140201
 Drainage Area:
 Drainage Area Unit:
 Contrib Drainage Area:
 Contrib Drainage Area Unit:
 Horizontal Accuracy: 1
 Horizontal Accuracy Unit: seconds
 Horizontal Collection Mthd: Interpolated from MAP.
 Horiz Coord Refer System: NAD83
 Vertical Measure: 370.1
 Vertical Measure Unit: feet
 Vertical Accuracy: 0.1
 Vertical Accuracy Unit: feet
 Vertical Collection Mthd: Level or other surveyed method.
 Vert Coord Refer System: NGVD29

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
8	N	0.32	1,715.40	388.60	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	121	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:		Latitude:	43.0606222
Source Map Scale:	24000	Longitude:	-76.1874256
Monitoring Loc Name:	OD 527		
Monitoring Loc Identifier:	USGS-430341076035501		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	375		

Wells and Additional Sources Detail Report

Vertical Measure Unit: feet
 Vertical Accuracy: 5
 Vertical Accuracy Unit: feet
 Vertical Collection Mthd: Interpolated from topographic map.
 Vert Coord Refer System: NGVD29

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
9	NNW	0.35	1,841.31	378.29	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:		Provider Name:	NWIS
W Hole Depth Unit:		County:	ONONDAGA
Construction Date:		Latitude:	43.0609
Source Map Scale:	24000	Longitude:	-76.1879812
Monitoring Loc Name:	HARBOR BROOK AT US HIGHWAY 690 AT SYRACUSE NY		
Monitoring Loc Identifier:	USGS-04240106		
Monitoring Loc Type:	Stream		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:			
Vertical Measure Unit:			
Vertical Accuracy:			
Vertical Accuracy Unit:			
Vertical Collection Mthd:			
Vert Coord Refer System:			

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
10	N	0.44	2,318.24	362.55	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	

Wells and Additional Sources Detail Report

Well Depth Unit:	Country Code:	US
Well Hole Depth:	Provider Name:	NWIS
W Hole Depth Unit:	County:	ONONDAGA
Construction Date:	Latitude:	43.0622889
Source Map Scale: 24000	Longitude:	-76.1874256
Monitoring Loc Name:	HARBOR BROOK AT MOUTH AT SYRACUSE NY	
Monitoring Loc Identifier:	USGS-0424010605	
Monitoring Loc Type:	Stream	
Monitoring Loc Desc:		
HUC Eight Digit Code:	04140201	
Drainage Area:	11.9	
Drainage Area Unit:	sq mi	
Contrib Drainage Area:		
Contrib Drainage Area Unit:		
Horizontal Accuracy:	1	
Horizontal Accuracy Unit:	seconds	
Horizontal Collection Mthd:	Interpolated from MAP.	
Horiz Coord Refer System:	NAD83	
Vertical Measure:		
Vertical Measure Unit:		
Vertical Accuracy:		
Vertical Accuracy Unit:		
Vertical Collection Mthd:		
Vert Coord Refer System:		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
11	NNW	0.44	2,337.36	389.15	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	44	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:		Latitude:	43.0614555
Source Map Scale:	24000	Longitude:	-76.1910369
Monitoring Loc Name:	OD 526		
Monitoring Loc Identifier:	USGS-430341076033101		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area:			

Wells and Additional Sources Detail Report

Unit:
 Horizontal Accuracy: 1
 Horizontal Accuracy Unit: seconds
 Horizontal Collection Mthd: Interpolated from MAP.
 Horiz Coord Refer System: NAD83
 Vertical Measure: 390
 Vertical Measure Unit: feet
 Vertical Accuracy: 5
 Vertical Accuracy Unit: feet
 Vertical Collection Mthd: Interpolated from topographic map.
 Vert Coord Refer System: NGVD29

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
12	ENE	0.48	2,512.77	378.36	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	101.5	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	19600427	Latitude:	43.0581222
Source Map Scale:	24000	Longitude:	-76.1768697
Monitoring Loc Name:	OD1520		
Monitoring Loc Identifier:	USGS-430329076103801		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	373.7		
Vertical Measure Unit:	feet		
Vertical Accuracy:	0.1		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Level or other surveyed method.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
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Wells and Additional Sources Detail Report

13 WNW 0.47 2,472.60 406.88 FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	32	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	19800730	Latitude:	43.0592333
Source Map Scale:	24000	Longitude:	-76.1946481
Monitoring Loc Name:	OD1653		
Monitoring Loc Identifier:	USGS-430333076114201		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	408		
Vertical Measure Unit:	feet		
Vertical Accuracy:	5		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Interpolated from topographic map.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
14	ESE	0.49	2,573.95	375.46	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	87	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	19800716	Latitude:	43.0536777
Source Map Scale:	24000	Longitude:	-76.1760364
Monitoring Loc Name:	OD1654		
Monitoring Loc Identifier:	USGS-430313076103501		

Wells and Additional Sources Detail Report

Monitoring Loc Type: Well: Test hole not completed as a well
 Monitoring Loc Desc:
 HUC Eight Digit Code: 04140201
 Drainage Area:
 Drainage Area Unit:
 Contrib Drainage Area:
 Contrib Drainage Area Unit:
 Horizontal Accuracy: 1
 Horizontal Accuracy Unit: seconds
 Horizontal Collection Mthd: Interpolated from MAP.
 Horiz Coord Refer System: NAD83
 Vertical Measure: 379
 Vertical Measure Unit: feet
 Vertical Accuracy: 5
 Vertical Accuracy Unit: feet
 Vertical Collection Mthd: Interpolated from topographic map.
 Vert Coord Refer System: NGVD29

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
15	E	0.54	2,839.20	390.09	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	192	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:		Latitude:	43.0564555
Source Map Scale:	24000	Longitude:	-76.1749252
Monitoring Loc Name:	OD 559		
Monitoring Loc Identifier:	USGS-430323076103101		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	378		

Wells and Additional Sources Detail Report

Vertical Measure Unit: feet
 Vertical Accuracy: 5
 Vertical Accuracy Unit: feet
 Vertical Collection Mthd: Interpolated from topographic map.
 Vert Coord Refer System: NGVD29

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
16	NNW	0.56	2,974.96	382.32	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	85.4	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	19871119	Latitude:	43.0631222
Source Map Scale:	24000	Longitude:	-76.1918702
Monitoring Loc Name:	OD1029		
Monitoring Loc Identifier:	USGS-430347076113201		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	382.2		
Vertical Measure Unit:	feet		
Vertical Accuracy:	.1		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Level or other surveyed method.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
17	E	0.60	3,185.23	378.04	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	

Wells and Additional Sources Detail Report

Well Depth Unit:		Country Code:	US
Well Hole Depth:	186.5	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	19610621	Latitude:	43.0558999
Source Map Scale:	24000	Longitude:	-76.1735363
Monitoring Loc Name:	OD1519		
Monitoring Loc Identifier:	USGS-430321076102601		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	376		
Vertical Measure Unit:	feet		
Vertical Accuracy:	0.1		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Level or other surveyed method.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
18	NE	0.64	3,358.95	372.78	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	314.75	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	19560108	Latitude:	43.0625667
Source Map Scale:	24000	Longitude:	-76.1777031
Monitoring Loc Name:	OD1533		
Monitoring Loc Identifier:	USGS-430345076104101		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			

Wells and Additional Sources Detail Report

Unit:
 Horizontal Accuracy: 1
 Horizontal Accuracy Unit: seconds
 Horizontal Collection Mthd: Interpolated from MAP.
 Horiz Coord Refer System: NAD83
 Vertical Measure: 371
 Vertical Measure Unit: feet
 Vertical Accuracy: 0.1
 Vertical Accuracy Unit: feet
 Vertical Collection Mthd: Level or other surveyed method.
 Vert Coord Refer System: NGVD29

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
19	WNW	0.62	3,275.35	429.99	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	208	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:		Latitude:	43.0586777
Source Map Scale:	24000	Longitude:	-76.1982593
Monitoring Loc Name:	OD 598		
Monitoring Loc Identifier:	USGS-430331076115501		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	452		
Vertical Measure Unit:	feet		
Vertical Accuracy:	5		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Interpolated from topographic map.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
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Wells and Additional Sources Detail Report

20 ESE 0.62 3,263.00 377.13 FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	131.5	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	19890503	Latitude:	43.0514554
Source Map Scale:	24000	Longitude:	-76.1743696
Monitoring Loc Name:	OD1704		
Monitoring Loc Identifier:	USGS-430305076102901		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	374		
Vertical Measure Unit:	feet		
Vertical Accuracy:	5		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Interpolated from topographic map.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
21	ESE	0.63	3,320.57	385.81	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	152	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	19890510	Latitude:	43.052011
Source Map Scale:	24000	Longitude:	-76.173814
Monitoring Loc Name:	OD1774		
Monitoring Loc Identifier:	USGS-430307076102701		

Wells and Additional Sources Detail Report

Monitoring Loc Type: Well: Test hole not completed as a well
 Monitoring Loc Desc:
 HUC Eight Digit Code: 04140201
 Drainage Area:
 Drainage Area Unit:
 Contrib Drainage Area:
 Contrib Drainage Area Unit:
 Horizontal Accuracy: 1
 Horizontal Accuracy Unit: seconds
 Horizontal Collection Mthd: Interpolated from MAP.
 Horiz Coord Refer System: NAD83
 Vertical Measure: 385
 Vertical Measure Unit: feet
 Vertical Accuracy: 10
 Vertical Accuracy Unit: feet
 Vertical Collection Mthd: Interpolated from topographic map.
 Vert Coord Refer System: NGVD29

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
23	NW	0.66	3,463.74	393.18	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	75	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	19760721	Latitude:	43.0636778
Source Map Scale:	24000	Longitude:	-76.1940925
Monitoring Loc Name:	OD1823		
Monitoring Loc Identifier:	USGS-430349076114001		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	366.8		

Wells and Additional Sources Detail Report

Vertical Measure Unit: feet
 Vertical Accuracy: 0.1
 Vertical Accuracy Unit: feet
 Vertical Collection Mthd: Level or other surveyed method.
 Vert Coord Refer System: NGVD29

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
24	SE	0.70	3,683.63	388.35	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	87	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	19800706	Latitude:	43.0489554
Source Map Scale:	24000	Longitude:	-76.1746474
Monitoring Loc Name:	OD1652		
Monitoring Loc Identifier:	USGS-430256076103001		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	390		
Vertical Measure Unit:	feet		
Vertical Accuracy:	5		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Interpolated from topographic map.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
25	NNW	0.70	3,714.44	379.35	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	

Wells and Additional Sources Detail Report

Well Depth Unit:		Country Code:	US
Well Hole Depth:	85	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	19760727	Latitude:	43.0645111
Source Map Scale:	24000	Longitude:	-76.1940925
Monitoring Loc Name:	OD1822		
Monitoring Loc Identifier:	USGS-430352076114001		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	367.6		
Vertical Measure Unit:	feet		
Vertical Accuracy:	0.1		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Level or other surveyed method.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
26	NE	0.75	3,951.25	371.47	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	430	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:		Latitude:	43.0645111
Source Map Scale:	24000	Longitude:	-76.1774253
Monitoring Loc Name:	OD 528		
Monitoring Loc Identifier:	USGS-430352076041601		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			

Wells and Additional Sources Detail Report

Unit:
 Horizontal Accuracy: 1
 Horizontal Accuracy Unit: seconds
 Horizontal Collection Mthd: Interpolated from MAP.
 Horiz Coord Refer System: NAD83
 Vertical Measure: 365
 Vertical Measure Unit: feet
 Vertical Accuracy: 5
 Vertical Accuracy Unit: feet
 Vertical Collection Mthd: Interpolated from topographic map.
 Vert Coord Refer System: NGVD29

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
28	NE	0.87	4,580.60	372.79	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	271.5	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	19890607	Latitude:	43.0645111
Source Map Scale:	24000	Longitude:	-76.1738141
Monitoring Loc Name:	OD1505		
Monitoring Loc Identifier:	USGS-430352076102701		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	379.6		
Vertical Measure Unit:	feet		
Vertical Accuracy:	0.1		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Level or other surveyed method.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
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Wells and Additional Sources Detail Report

29 NNW 0.85 4,502.97 362.29 FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	132.9	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	19760812	Latitude:	43.0672889
Source Map Scale:	24000	Longitude:	-76.1932592
Monitoring Loc Name:	OD1821		
Monitoring Loc Identifier:	USGS-430402076113701		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	362.9		
Vertical Measure Unit:	feet		
Vertical Accuracy:	0.1		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Level or other surveyed method.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
30	NE	0.89	4,705.08	370.45	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	292	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:		Latitude:	43.0647889
Source Map Scale:	24000	Longitude:	-76.1735363
Monitoring Loc Name:	OD 593		
Monitoring Loc Identifier:	USGS-430353076102601		

Wells and Additional Sources Detail Report

Monitoring Loc Type: Well: Test hole not completed as a well
 Monitoring Loc Desc:
 HUC Eight Digit Code: 04140201
 Drainage Area:
 Drainage Area Unit:
 Contrib Drainage Area:
 Contrib Drainage Area Unit:
 Horizontal Accuracy: 1
 Horizontal Accuracy Unit: seconds
 Horizontal Collection Mthd: Interpolated from MAP.
 Horiz Coord Refer System: NAD83
 Vertical Measure: 370
 Vertical Measure Unit: feet
 Vertical Accuracy: 5
 Vertical Accuracy Unit: feet
 Vertical Collection Mthd: Interpolated from topographic map.
 Vert Coord Refer System: NGVD29

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
31	E	0.90	4,741.14	397.23	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	102	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:		Latitude:	43.0558999
Source Map Scale:	24000	Longitude:	-76.1677028
Monitoring Loc Name:	OD 562		
Monitoring Loc Identifier:	USGS-430321076100501		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	380.5		

Wells and Additional Sources Detail Report

Vertical Measure Unit: feet
 Vertical Accuracy: .1
 Vertical Accuracy Unit: feet
 Vertical Collection Mthd: Level or other surveyed method.
 Vert Coord Refer System: NGVD29

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
32	NW	0.90	4,762.67	368.68	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	64	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:		Latitude:	43.0664556
Source Map Scale:	24000	Longitude:	-76.1971482
Monitoring Loc Name:	OD 586		
Monitoring Loc Identifier:	USGS-430359076115101		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	397		
Vertical Measure Unit:	feet		
Vertical Accuracy:	5		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Interpolated from topographic map.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
34	SE	0.92	4,851.59	398.84	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	

Wells and Additional Sources Detail Report

Well Depth Unit:		Country Code:	US
Well Hole Depth:	47	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	19800813	Latitude:	43.0461776
Source Map Scale:	24000	Longitude:	-76.1721473
Monitoring Loc Name:	OD1651		
Monitoring Loc Identifier:	USGS-430246076102101		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	400		
Vertical Measure Unit:	feet		
Vertical Accuracy:	5		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Interpolated from topographic map.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
35	NNE	0.93	4,894.46	362.29	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:		Provider Name:	NWIS
W Hole Depth Unit:		County:	ONONDAGA
Construction Date:		Latitude:	43.0678445
Source Map Scale:	24000	Longitude:	-76.1779809
Monitoring Loc Name:	ONONDAGA CREEK AT MOUTH AT SYRACUSE NY		
Monitoring Loc Identifier:	USGS-0424001205		
Monitoring Loc Type:	Stream		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:	111		
Drainage Area Unit:	sq mi		
Contrib Drainage Area:			
Contrib Drainage Area Unit:			

Wells and Additional Sources Detail Report

Unit:
 Horizontal Accuracy: 1
 Horizontal Accuracy Unit: seconds
 Horizontal Collection Mthd: Interpolated from MAP.
 Horiz Coord Refer System: NAD83
 Vertical Measure:
 Vertical Measure Unit:
 Vertical Accuracy:
 Vertical Accuracy Unit:
 Vertical Collection Mthd:
 Vert Coord Refer System:

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
36	NNW	0.92	4,849.85	362.29	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	153	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	19760805	Latitude:	43.0684
Source Map Scale:	24000	Longitude:	-76.1929814
Monitoring Loc Name:	OD1820		
Monitoring Loc Identifier:	USGS-430406076113601		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	362.9		
Vertical Measure Unit:	feet		
Vertical Accuracy:	0.1		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Level or other surveyed method.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
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Wells and Additional Sources Detail Report

37 NW 0.92 4,867.55 391.89 FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	75	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:		Latitude:	43.0661778
Source Map Scale:	24000	Longitude:	-76.1982593
Monitoring Loc Name:	OD 567		
Monitoring Loc Identifier:	USGS-430358076115501		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	396.7		
Vertical Measure Unit:	feet		
Vertical Accuracy:	.1		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Level or other surveyed method.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
37	NW	0.92	4,867.55	391.89	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	92	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:		Latitude:	43.0661778
Source Map Scale:	24000	Longitude:	-76.1982593
Monitoring Loc Name:	OD 523		
Monitoring Loc Identifier:	USGS-430357076030301		

Wells and Additional Sources Detail Report

Monitoring Loc Type: Well: Test hole not completed as a well
 Monitoring Loc Desc:
 HUC Eight Digit Code: 04140201
 Drainage Area:
 Drainage Area Unit:
 Contrib Drainage Area:
 Contrib Drainage Area Unit:
 Horizontal Accuracy: 1
 Horizontal Accuracy Unit: seconds
 Horizontal Collection Mthd: Interpolated from MAP.
 Horiz Coord Refer System: NAD83
 Vertical Measure: 380
 Vertical Measure Unit: feet
 Vertical Accuracy: 5
 Vertical Accuracy Unit: feet
 Vertical Collection Mthd: Interpolated from topographic map.
 Vert Coord Refer System: NGVD29

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
38	NE	0.95	4,991.32	363.94	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	216.5	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	19770311	Latitude:	43.0670112
Source Map Scale:	24000	Longitude:	-76.1754808
Monitoring Loc Name:	OD1069		
Monitoring Loc Identifier:	USGS-430401076103301		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	370		

Wells and Additional Sources Detail Report

Vertical Measure Unit: feet
 Vertical Accuracy: 0.1
 Vertical Accuracy Unit: feet
 Vertical Collection Mthd: Level or other surveyed method.
 Vert Coord Refer System: NGVD29

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
39	NE	0.96	5,056.53	380.18	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	291.5	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	19890613	Latitude:	43.0653445
Source Map Scale:	24000	Longitude:	-76.1724252
Monitoring Loc Name:	OD1506		
Monitoring Loc Identifier:	USGS-430355076102201		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	379.6		
Vertical Measure Unit:	feet		
Vertical Accuracy:	0.1		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Level or other surveyed method.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
40	NNE	0.96	5,072.51	369.22	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	

Wells and Additional Sources Detail Report

Well Depth Unit:		Country Code:	US
Well Hole Depth:	370.2	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	20020509	Latitude:	43.0675667
Source Map Scale:	24000	Longitude:	-76.1760364
Monitoring Loc Name:	OD1789		
Monitoring Loc Identifier:	USGS-430403076103501		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	380.7		
Vertical Measure Unit:	feet		
Vertical Accuracy:	0.1		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Level or other surveyed method.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
41	NW	0.94	4,969.80	365.14	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:		Provider Name:	NWIS
W Hole Depth Unit:		County:	ONONDAGA
Construction Date:		Latitude:	43.0670111
Source Map Scale:	24000	Longitude:	-76.197426
Monitoring Loc Name:	ONONDAGA LAKE TRIBUTARY AT SYRACUSE NY		
Monitoring Loc Identifier:	USGS-04240122		
Monitoring Loc Type:	Stream		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			

Wells and Additional Sources Detail Report

Unit:
 Horizontal Accuracy: 1
 Horizontal Accuracy Unit: seconds
 Horizontal Collection Mthd: Interpolated from MAP.
 Horiz Coord Refer System: NAD83
 Vertical Measure:
 Vertical Measure Unit:
 Vertical Accuracy:
 Vertical Accuracy Unit:
 Vertical Collection Mthd:
 Vert Coord Refer System:

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
42	NE	0.97	5,116.80	366.99	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	Lake Deposits
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	Sand and gravel aquifers (glaciated regions)
Well Depth:	271	Aquifer Type:	
Well Depth Unit:	ft	Country Code:	US
Well Hole Depth:	351	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	20020524	Latitude:	43.0672889
Source Map Scale:	24000	Longitude:	-76.175203
Monitoring Loc Name:	OD1788		
Monitoring Loc Identifier:	USGS-430402076103201		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	376.5		
Vertical Measure Unit:	feet		
Vertical Accuracy:	0.1		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Level or other surveyed method.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
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Wells and Additional Sources Detail Report

43 NW 0.97 5,103.51 370.54 FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	83	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:		Latitude:	43.0670111
Source Map Scale:	24000	Longitude:	-76.1982593
Monitoring Loc Name:	OD 585		
Monitoring Loc Identifier:	USGS-430401076115501		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	394		
Vertical Measure Unit:	feet		
Vertical Accuracy:	5		
Vertical Accuracy Unit:	feet		
Vertical Collection Mthd:	Interpolated from topographic map.		
Vert Coord Refer System:	NGVD29		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
44	SE	0.99	5,201.58	399.14	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	34.5	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	1973	Latitude:	43.0439554
Source Map Scale:	24000	Longitude:	-76.1735363
Monitoring Loc Name:	OD1623		
Monitoring Loc Identifier:	USGS-430238076102601		

Wells and Additional Sources Detail Report

Monitoring Loc Type: Well: Test hole not completed as a well
 Monitoring Loc Desc:
 HUC Eight Digit Code: 04140201
 Drainage Area:
 Drainage Area Unit:
 Contrib Drainage Area:
 Contrib Drainage Area Unit:
 Horizontal Accuracy: 1
 Horizontal Accuracy Unit: seconds
 Horizontal Collection Mthd: Interpolated from MAP.
 Horiz Coord Refer System: NAD83
 Vertical Measure: 393.3
 Vertical Measure Unit: feet
 Vertical Accuracy: 0.1
 Vertical Accuracy Unit: feet
 Vertical Collection Mthd: Level or other surveyed method.
 Vert Coord Refer System: NGVD29

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
45	NE	1.00	5,273.79	370.34	FED USGS

Organiz Identifier:	USGS-NY	Formation Type:	
Organiz Name:	USGS New York Water Science Center	Aquifer Name:	
Well Depth:		Aquifer Type:	
Well Depth Unit:		Country Code:	US
Well Hole Depth:	226	Provider Name:	NWIS
W Hole Depth Unit:	ft	County:	ONONDAGA
Construction Date:	19980409	Latitude:	43.0639556
Source Map Scale:	24000	Longitude:	-76.1696473
Monitoring Loc Name:	OD1553		
Monitoring Loc Identifier:	USGS-430350076101201		
Monitoring Loc Type:	Well: Test hole not completed as a well		
Monitoring Loc Desc:			
HUC Eight Digit Code:	04140201		
Drainage Area:			
Drainage Area Unit:			
Contrib Drainage Area:			
Contrib Drainage Area Unit:			
Horizontal Accuracy:	1		
Horizontal Accuracy Unit:	seconds		
Horizontal Collection Mthd:	Interpolated from MAP.		
Horiz Coord Refer System:	NAD83		
Vertical Measure:	370		

Wells and Additional Sources Detail Report

Vertical Measure Unit: feet
 Vertical Accuracy: 5
 Vertical Accuracy Unit: feet
 Vertical Collection Mthd: Interpolated from topographic map.
 Vert Coord Refer System: NGVD29

Oil and Gas Wells

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
22	NNE	0.65	3,411.04	370.55	OGW

API Well NO:	31067009390000	Company Name:	New York State
Hole:	939	Operator Number:	9209
Well Name:	Onondaga Salt Reserve 1	Map Symbol Cd.:	O
Original Well Type:	NL	Map Symbol Desc.:	Other Well*. *Other includes: Injection, Stratigraphic, Geothermal, and Not Listed well types
Well Type:	SG	State Lease:	NA
Well Type Desc:	Stratigraphic	Financial Security:	False
Well Status:	UN	Date Status:	
Well Status Desc:	Unknown	Side Trck:	0
Proposed Depth:	0	Completion:	0
Drilled Depth:	1969	Surface Location:	SURF
True Vertical Depth:	1969	Surface Latitude:	43.063920000000003
Measured Depth:	1969	Surface Longitude:	-76.1798
Slant:	Vertical	Bottom Hole Loc.:	BH
Date Spudded:	1884-01-01 00:00:00	Bottom Hole Long.:	-76.1798
Date Total Depth:		Bottom Hole Lat.:	43.063920000000003
Well Compl. Dt.:		Kick Off:	0
Date Well Plugged:		Integration:	
Confidential:	Pre-1989 Well (N/A)	Dt Hearing:	
Well Confid. Dt.:		Dt Mod:	2006-02-28 14:12:25
Producing Name:	Not Applicable	Spacing:	Exempt - not an oil or gas well
Produc. Formation:	Not Applicable	Spacing Acres:	
Permit Appl. Dt.:		Town:	Syracuse City
Permit Issued:		Quad:	Syracuse West
Permit Fee:	0	Quad Description:	E
Obj. Formation:	Not Applicable	County:	Onondaga
Depth Fee:	0	Region:	7
Elevation:	365	Cnty:	67
Link:	http://www.dec.ny.gov/cfm/xtapps/GasOil/search/wells/index.cfm?api=31067009390000		

Radon Information

This section lists any relevant radon information found for the target property.

Federal EPA Radon Zone for *ONONDAGA* County: **1**

Zone 1: Counties with predicted average indoor radon screening levels greater than 4 pCi/L

Zone 2: Counties with predicted average indoor radon screening levels from 2 to 4 pCi/L

Zone 3: Counties with predicted average indoor radon screening levels less than 2 pCi/L

Federal Area Radon Information for *ONONDAGA* County

No Measures/Homes:	4749
Geometric Mean:	16.2
Arithmetic Mean:	8.5
Median:	3.6
Standard Deviation:	3.7
Maximum:	341.8
% >4 pCi/L:	47
% >20 pCi/L:	10
Notes on Data Table:	Table 1. Screening indoor radon data compiled by the New York State Department of Health. Data represent 1-7 day charcoal canister measurements from the lowest level of each home tested.

Federal Sources

FEMA National Flood Hazard Layer

FEMA FLOOD

The National Flood Hazard Layer (NFHL) data incorporates Flood Insurance Rate Map (FIRM) databases published by the Federal Emergency Management Agency (FEMA), and any Letters Of Map Revision (LOMRs) that have been issued against those databases since their publication date. The FIRM Database is the digital, geospatial version of the flood hazard information shown on the published paper FIRMs. The FIRM Database depicts flood risk information and supporting data used to develop the risk data. The FIRM Database is derived from Flood Insurance Studies (FISs), previously published FIRMs, flood hazard analyses performed in support of the FISs and FIRMs, and new mapping data, where available.

Indoor Radon Data

INDOOR RADON

Indoor radon measurements tracked by the Environmental Protection Agency(EPA) and the State Residential Radon Survey.

Public Water Systems Violations and Enforcement Data

PWSV

List of drinking water violations and enforcement actions from the Safe Drinking Water Information System (SDWIS) made available by the Drinking Water Protection Division of the US EPA's Office of Groundwater and Drinking Water. Enforcement sensitive actions are not included in the data released by the EPA. Address information provided in SWDIS may correspond either with the physical location of the water system, or with a contact address.

Radon Zone Level

RADON ZONE

Areas showing the level of Radon Zones (level 1, 2 or 3) by county. This data is maintained by the Environmental Protection Agency (EPA).

Safe Drinking Water Information System (SDWIS)

SDWIS

The Safe Drinking Water Information System (SDWIS) contains information about public water systems as reported to US Environmental Protection Agency (EPA) by the states. Addresses may correspond with the location of the water system, or with a contact address.

Soil Survey Geographic database

SSURGO

The Soil Survey Geographic database (SSURGO) contains information about soil as collected by the National Cooperative Soil Survey at the Natural Resources Conservation Service (NRCS). Soil maps outline areas called map units. The map units are linked to soil properties in a database. Each map unit may contain one to three major components and some minor components.

U.S. Fish & Wildlife Service Wetland Data

US WETLAND

The U.S. Fish & Wildlife Service Wetland layer represents the approximate location and type of wetlands and deepwater habitats in the United States.

USGS Current Topo

US TOPO

US Topo topographic maps are produced by the National Geospatial Program of the U.S. Geological Survey (USGS). The project was launched in late 2009, and the term "US Topo" refers specifically to quadrangle topographic maps published in 2009 and later.

USGS Geology

US GEOLOGY

Seamless maps depicting geological information provided by the United States Geological Survey (USGS).

USGS National Water Information System

FED USGS

The U.S. Geological Survey (USGS)'s National Water Information System (NWIS) is the nation's principal repository of water resources data. This database includes comprehensive information of well-construction details, time-series data for gage height, streamflow, groundwater level, and precipitation and water use data.

State Sources

Oil and Gas Wells

OGW

The Division of Mineral Resources maintains a data management system on wells regulated under the Oil,

Appendix

Gas and Solution Mining Law (OGSML). To assist the Division in the regulation of wells subject to the OGSML, a database of the wells was created in the early 1980's and significantly upgraded in 1998 by the adoption of the Risk Based Data Management System. This system provides information on well ownership, well owners and operators, registered driller, pluggers and companies that provide financial security instruments.

Regulatory Freshwater Wetlands

The Regulatory Freshwater Wetlands data are a set of ARC/INFO coverages composed of polygonal and linear features. Coverages are based on official New York State Freshwater Wetlands Maps as described in Article 24-0301 of the Environmental Conservation Law. Coverages are not, however, a legal substitute for the official maps. Coverages are available on a county basis for all areas of New York State outside the Adirondack Park. This dataset is provided by New York State Department of Environmental Conservation.

WETLAND

Water Wells Database

The New York State Department of Environmental Conservation (DEC) Bureau of Water Resource Management works to protect, manage, and conserve New York State's groundwater and surface water supply sources, develop management strategies to enhance and protect these waters, and protect both the groundwater and surface water quality in the New York City Watershed and other major watersheds. This dataset does not include information on wells located in Nassau, Suffolk, Kings, and Queens counties.

WATER WELLS

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TOPOGRAPHIC MAP RESEARCH RESULTS

Date: 2018-12-07

Order Number: 20181206110

Site Name: 1970 West Fayette Street Phase 1 ESA
Address: 1970 West Fayette Street, Syracuse, NY, 13204

We have searched USGS collections of current topographic maps and historical topographic maps for the project property. Below is a list of maps found for the project property and adjacent area. Maps are from 7.5 and 15 minute topographic map series, if available.

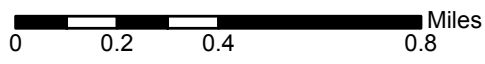
Year	Map Series
2016	7.5
1978	7.5
1973	7.5
1958	7.5
1947	7.5
1939	7.5
1898	15
1895	15

Topographic Maps included in this report are produced by the USGS and are to be used for research purposes including a phase I report. Maps are not to be resold as commercial property.

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2016

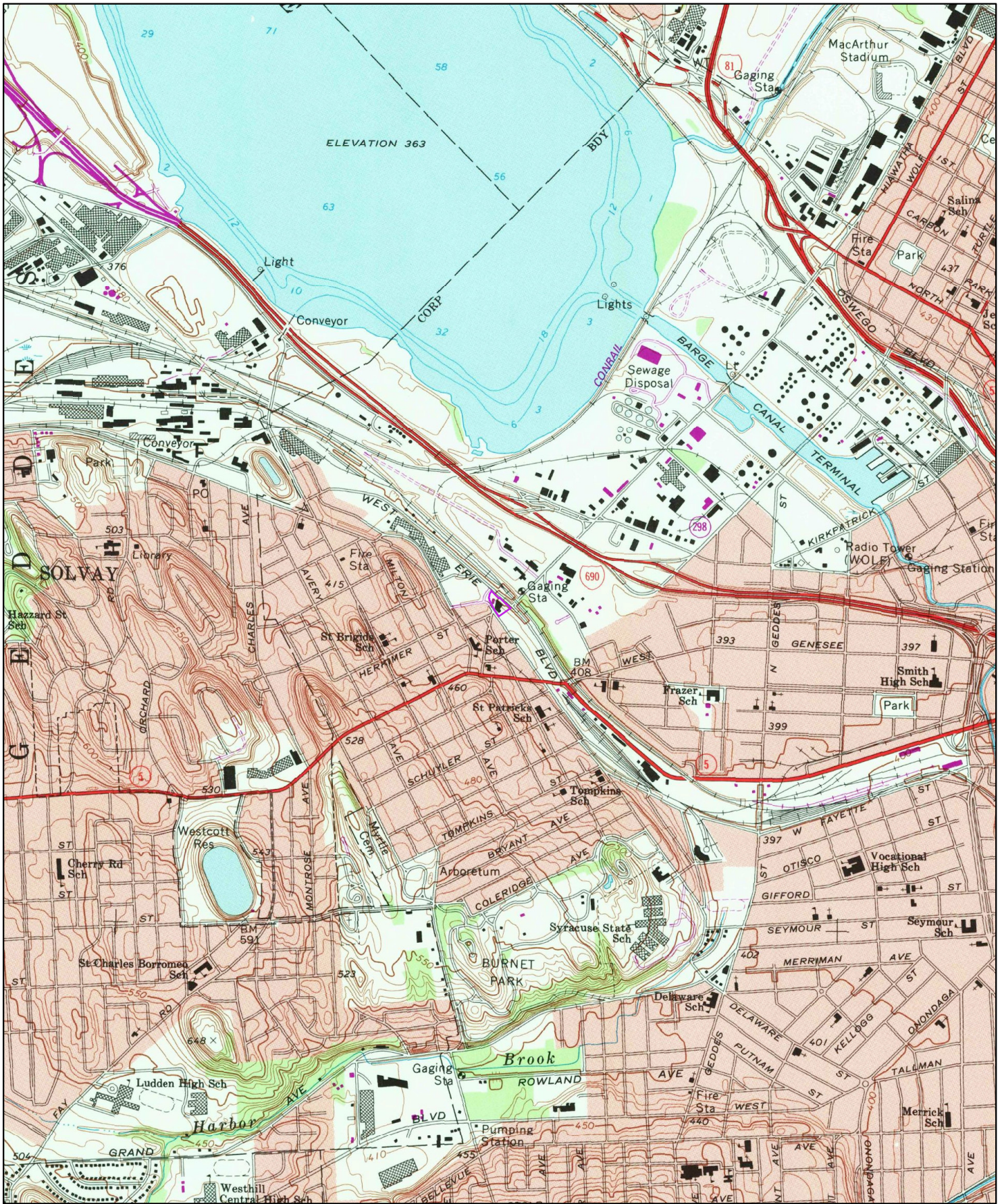


Order No. 20181206110

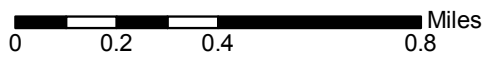
Quadrangle(s): Syracuse West, NY

Source: USGS 7.5 Minute Topographic Map





1978

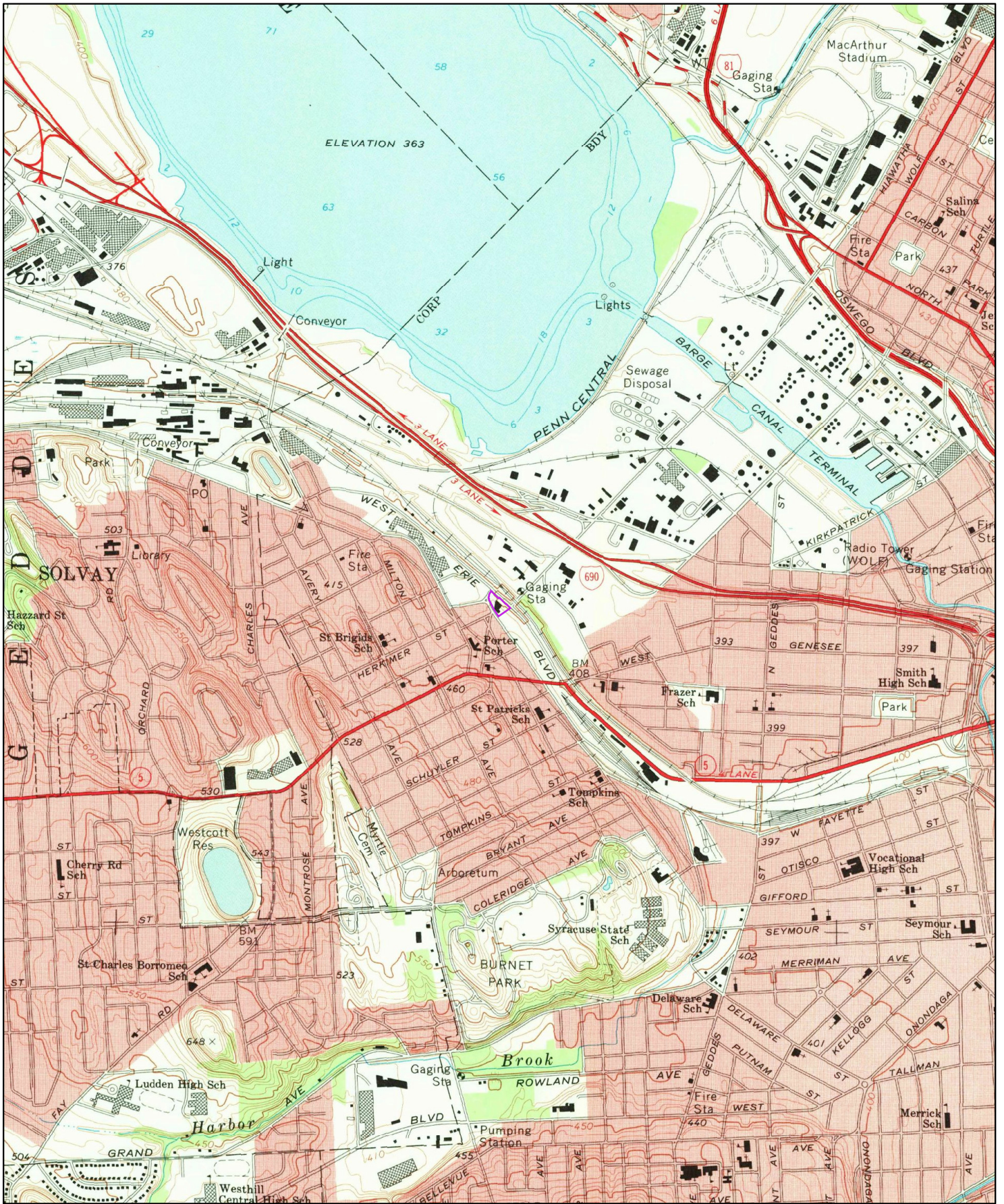


Order No. 20181206110

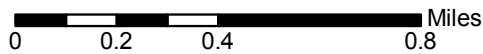
Quadrangle(s): Syracuse West, NY

Source: USGS 7.5 Minute Topographic Map





1973

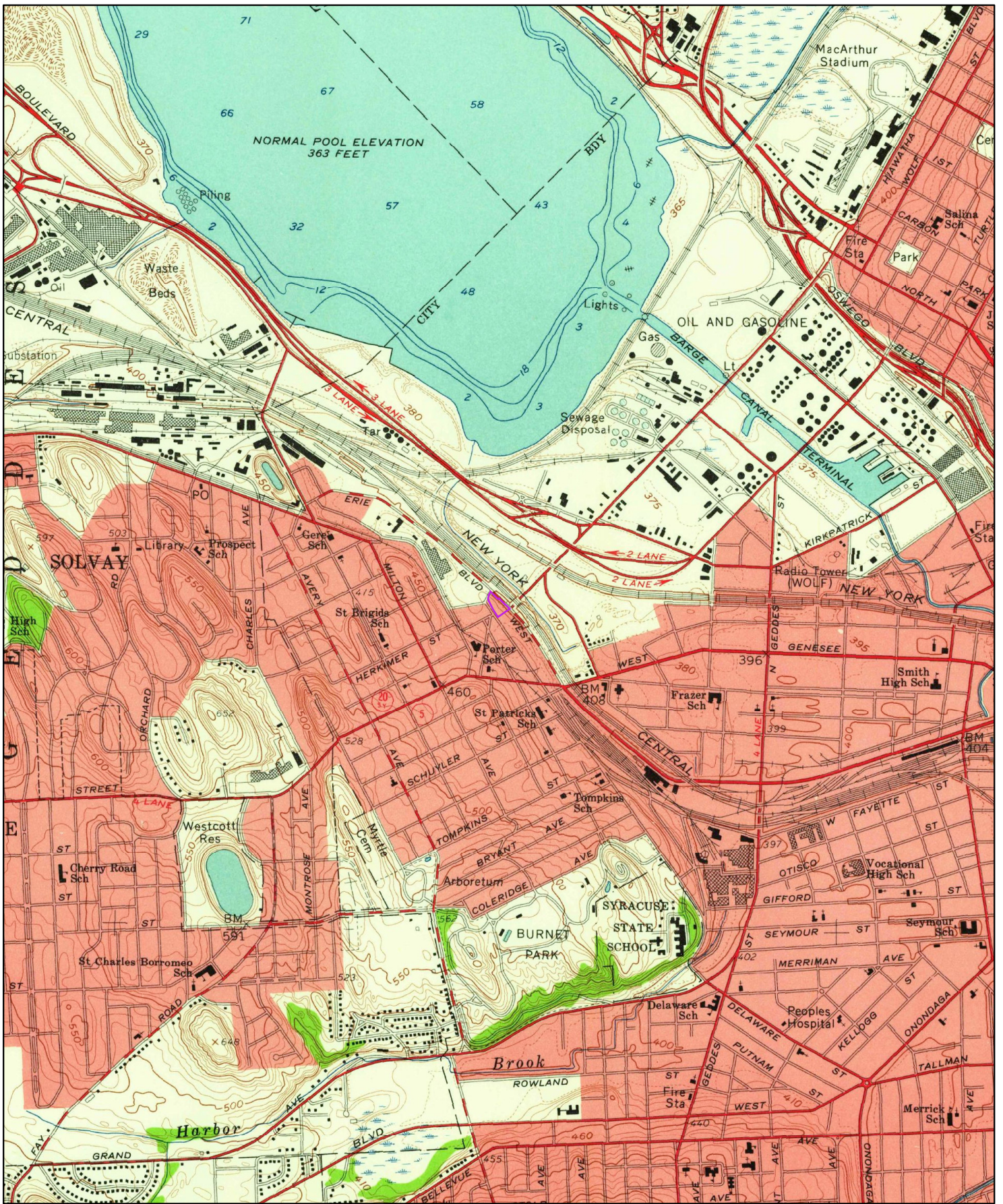


Order No. 20181206110

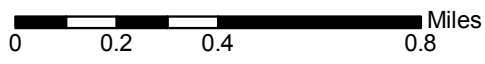
Quadrangle(s): Syracuse West, NY

Source: USGS 7.5 Minute Topographic Map





1958



Order No. 20181206110

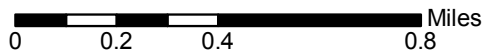
Quadrangle(s): Syracuse West, NY

Source: USGS 7.5 Minute Topographic Map





1947



Order No. 20181206110

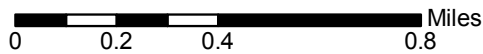
Quadrangle(s): Syracuse West, NY

Source: USGS 7.5 Minute Topographic Map





1939

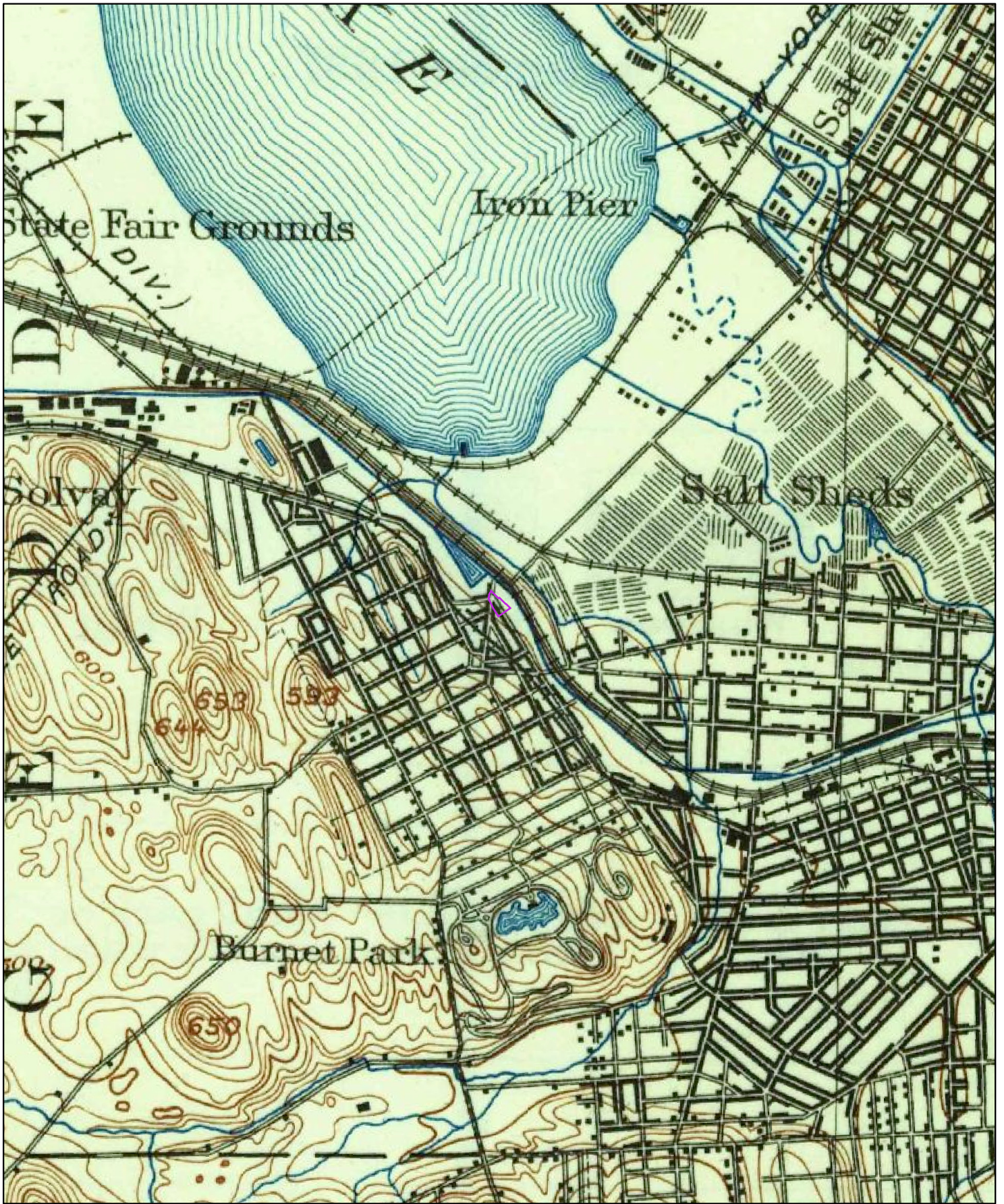


Order No. 20181206110

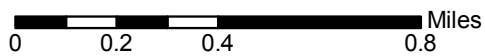
Quadrangle(s): Syracuse West, NY

Source: USGS 7.5 Minute Topographic Map





1898

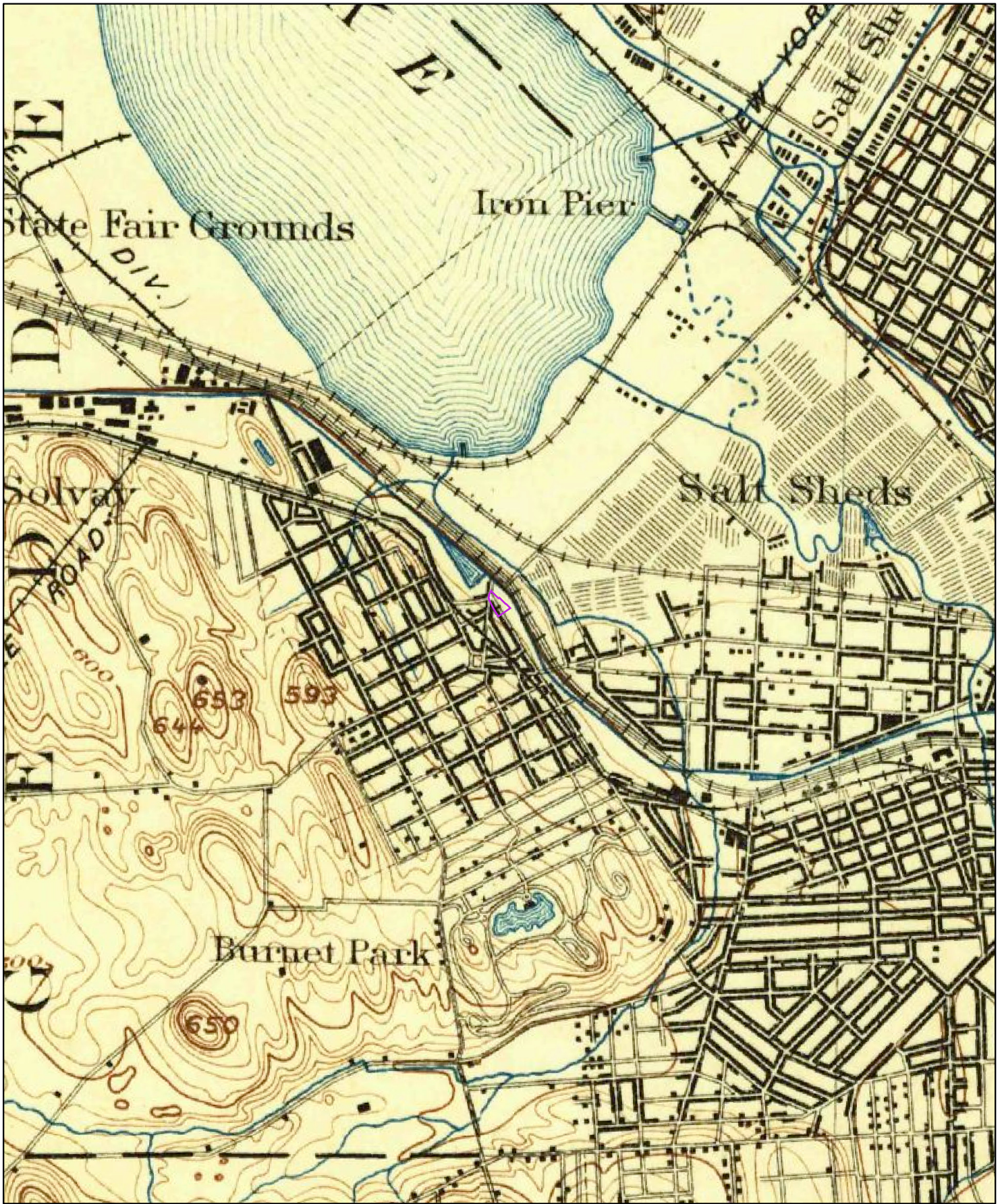


Order No. 20181206110

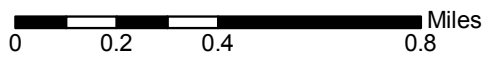
Quadrangle(s): Syracuse, NY

Source: USGS 15 Minute Topographic Map





1895



Order No. 20181206110

Quadrangle(s): Syracuse, NY

Source: USGS 15 Minute Topographic Map



HISTORICAL AERIAL REPORT

for the site:

1970 West Fayette Street Phase 1 ESA

1970 West Fayette Street

Syracuse, NY 13204

PO #:

Report ID: 20181206110

Completed: 12/7/2018

ERIS Information Inc.

Environmental Risk Information
 Services (ERIS)

A division of Glacier Media Inc.

T: 1.866.517.5204

E: info@erisinfo.com

www.erisinfo.com

Search Results Summary

Date	Source	Scale	Comment
2017	NAIP - National Agriculture Information Program	1"=500'	
2015	NAIP - National Agriculture Information Program	1"=500'	
2013	NAIP - National Agriculture Information Program	1"=500'	
2011	NAIP - National Agriculture Information Program	1"=500'	
2009	NAIP - National Agriculture Information Program	1"=500'	
2008	NAIP - National Agriculture Information Program	1"=500'	
2006	NAIP - National Agriculture Information Program	1"=500'	
1995	USGS - US Geological Survey	1"=500'	
1981	USGS - US Geological Survey	1"=500'	BEST COPY AVAILABLE
1972	USGS - US Geological Survey	1"=500'	
1966	ASCS - Agriculture and Soil Conservation Service	1"=500'	
1956	USGS - US Geological Survey	1"=500'	BEST COPY AVAILABLE
1951	ASCS - Agriculture and Soil Conservation Service	1"=500'	
1938	ASCS - Agriculture and Soil Conservation Service	1"=500'	

one inch 



Date: **2017**
Source: **NAIP**
Scale: **1" to 500'**
Comments:

Subject: 1970 West Fayette Street Syracuse NY
Approx Center: 43.05540 / -76.18613



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one inch 



Date: **2015**
Source: **NAIP**
Scale: **1" to 500'**
Comments:

Subject: 1970 West Fayette Street Syracuse NY
Approx Center: 43.05540 / -76.18613



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one inch 



Date: **2013**
Source: **NAIP**
Scale: **1" to 500'**
Comments:

Subject: 1970 West Fayette Street Syracuse NY
Approx Center: 43.05540 / -76.18613



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one inch



Date: **2011**
Source: **NAIP**
Scale: **1" to 500'**
Comments:

Subject: 1970 West Fayette Street Syracuse NY
Approx Center: 43.05540 / -76.18613



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one inch 



Date: **2009**
Source: **NAIP**
Scale: **1" to 500'**
Comments:

Subject: 1970 West Fayette Street Syracuse NY
Approx Center: 43.05540 / -76.18613

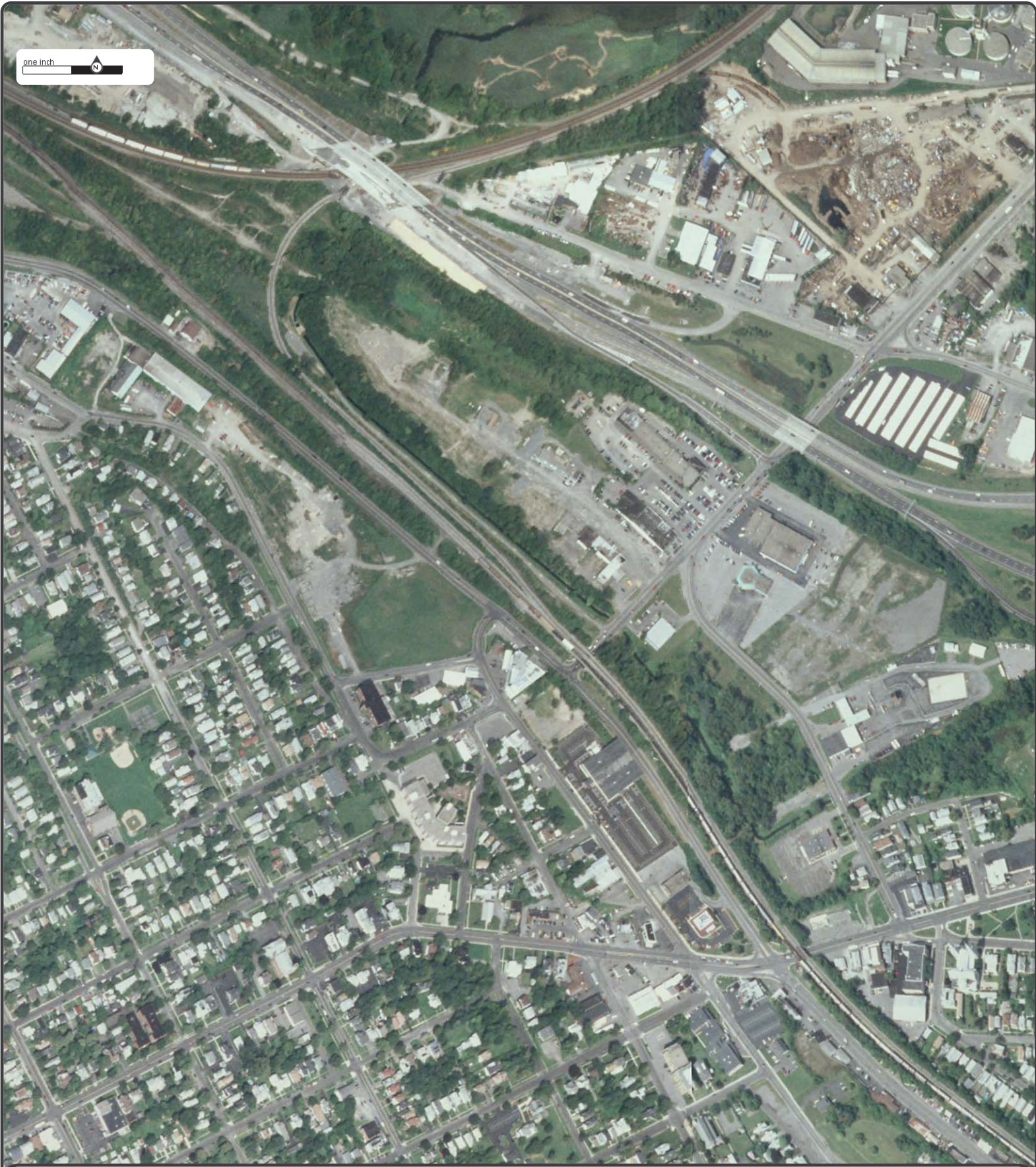


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one inch 



Date: **2008**
Source: **NAIP**
Scale: **1" to 500'**
Comments:

Subject: 1970 West Fayette Street Syracuse NY
Approx Center: 43.05540 / -76.18613

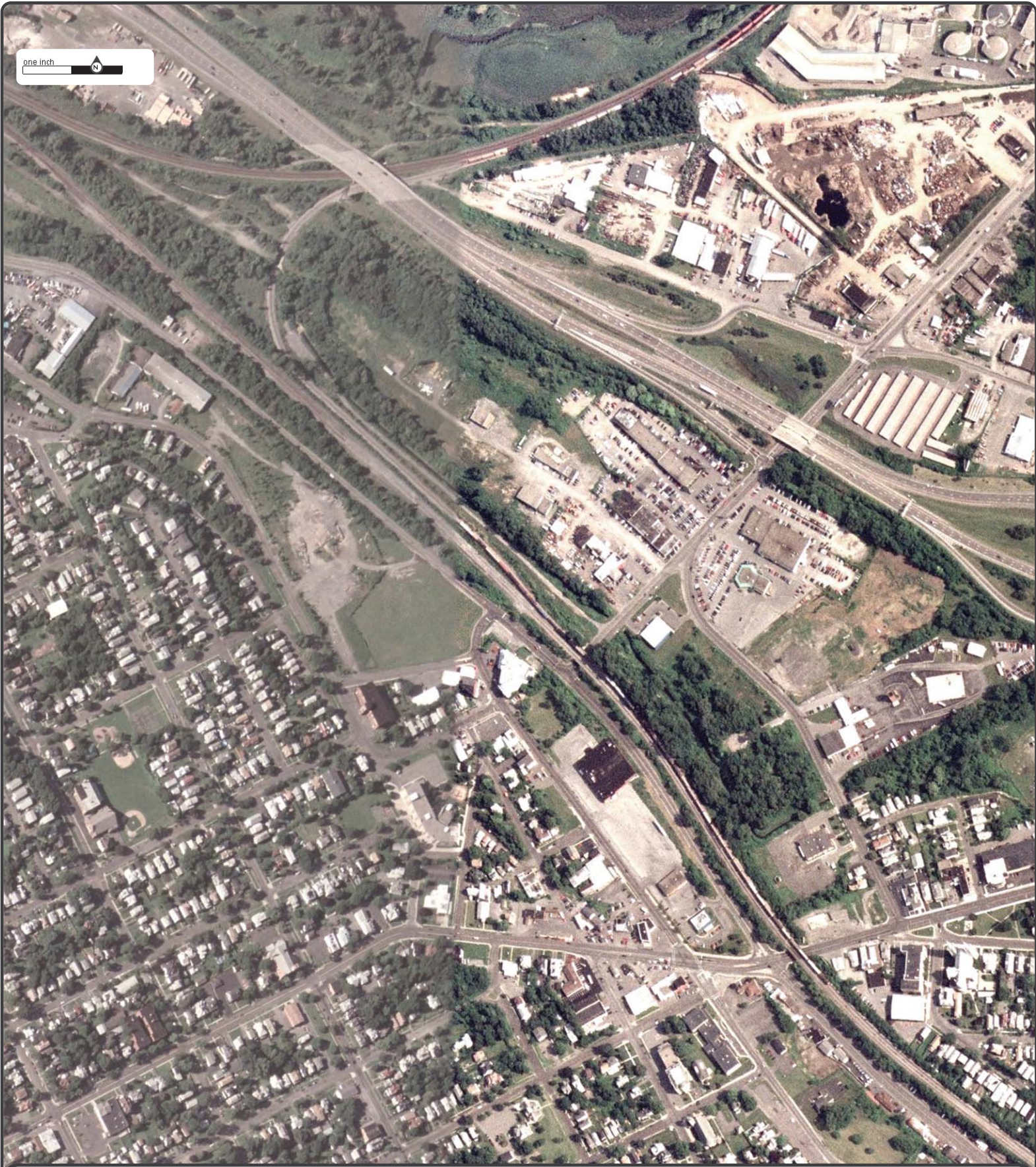


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one inch



Date: **2006**
Source: **NAIP**
Scale: **1" to 500'**
Comments:

Subject: 1970 West Fayette Street Syracuse NY
Approx Center: 43.05540 / -76.18613



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one inch



Date: **1995**
Source: **USGS**
Scale: **1" to 500'**
Comments:

Subject: 1970 West Fayette Street Syracuse NY
Approx Center: 43.05540 / -76.18613



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one inch 



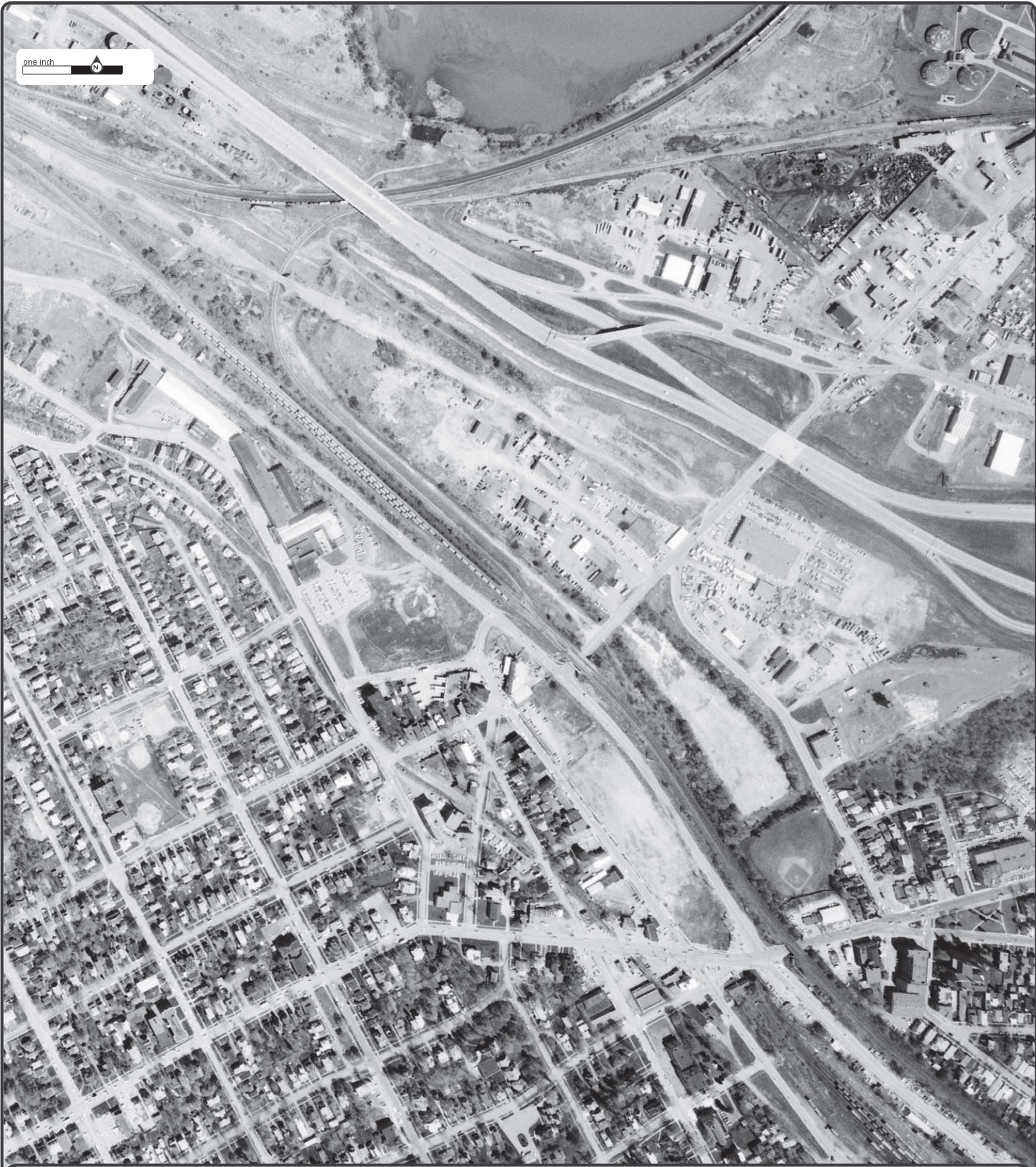
Date: **1981**
Source: **USGS**
Scale: **1" to 500'**
Comments: *BEST COPY AVAILABLE*

Subject: 1970 West Fayette Street Syracuse NY
Approx Center: 43.05540 / -76.18613



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one inch



Date: 1972
Source: USGS
Scale: 1" to 500'
Comments:

Subject: 1970 West Fayette Street Syracuse NY
Approx Center: 43.05540 / -76.18613



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one inch



Date: **1966**
Source: **ASCS**
Scale: **1" to 500'**
Comments:

Subject: 1970 West Fayette Street Syracuse NY
Approx Center: 43.05540 / -76.18613



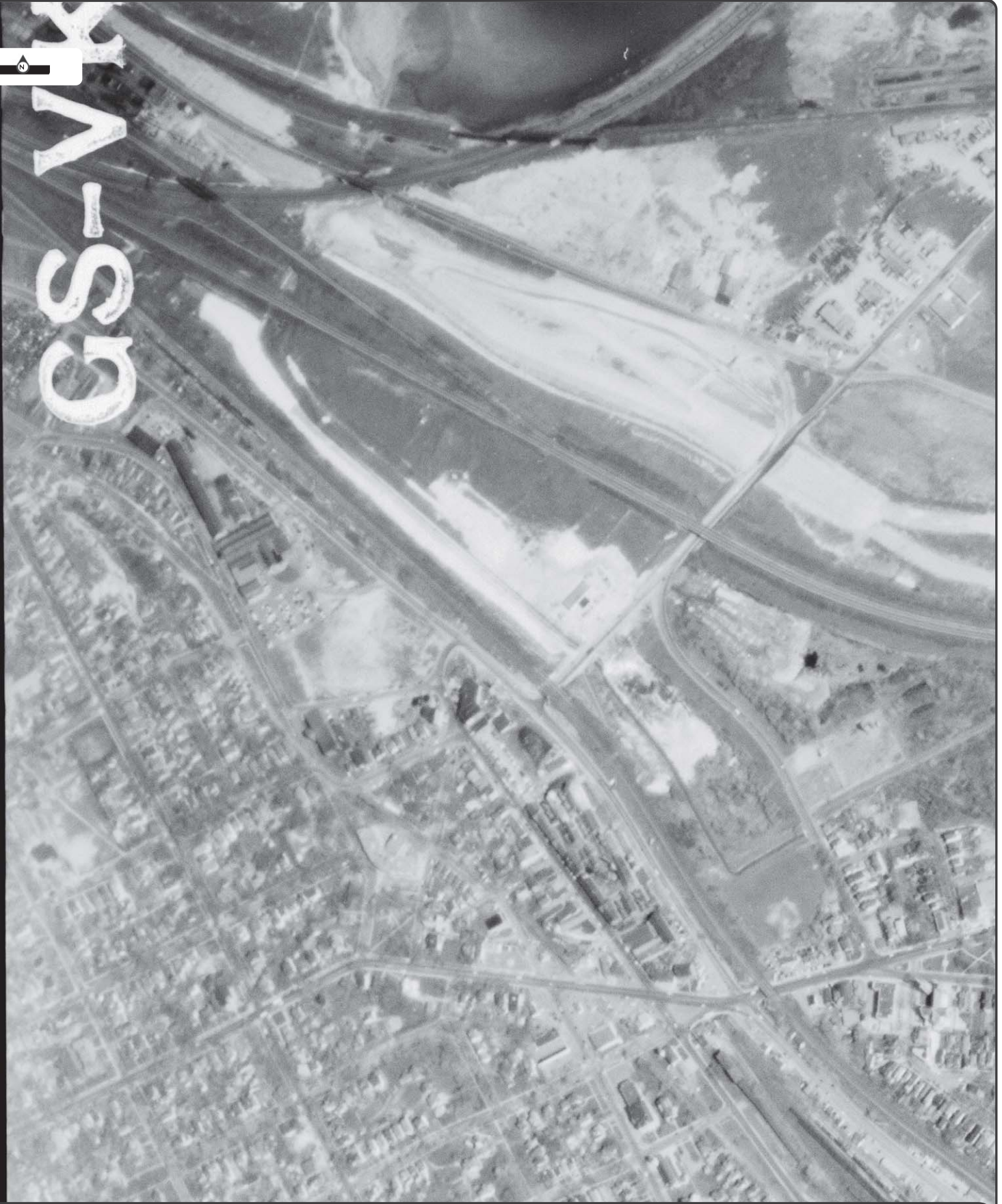
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one inch

GS-VXX



Date: **1956**
Source: **USGS**
Scale: **1" to 500'**
Comments: *BEST COPY AVAILABLE*

Subject: 1970 West Fayette Street Syracuse NY
Approx Center: 43.05540 / -76.18613



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one inch 



Date: **1951**
Source: **ASCS**
Scale: **1" to 500'**
Comments:

Subject: 1970 West Fayette Street Syracuse NY
Approx Center: 43.05540 / -76.18613



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one inch 



Date: **1938**
Source: **ASCS**
Scale: **1" to 500'**
Comments:

Subject: 1970 West Fayette Street Syracuse NY
Approx Center: 43.05540 / -76.18613



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FIRE INSURANCE MAP RESEARCH RESULTS

Date: 12/7/2018

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.

Order Number: 20181206110

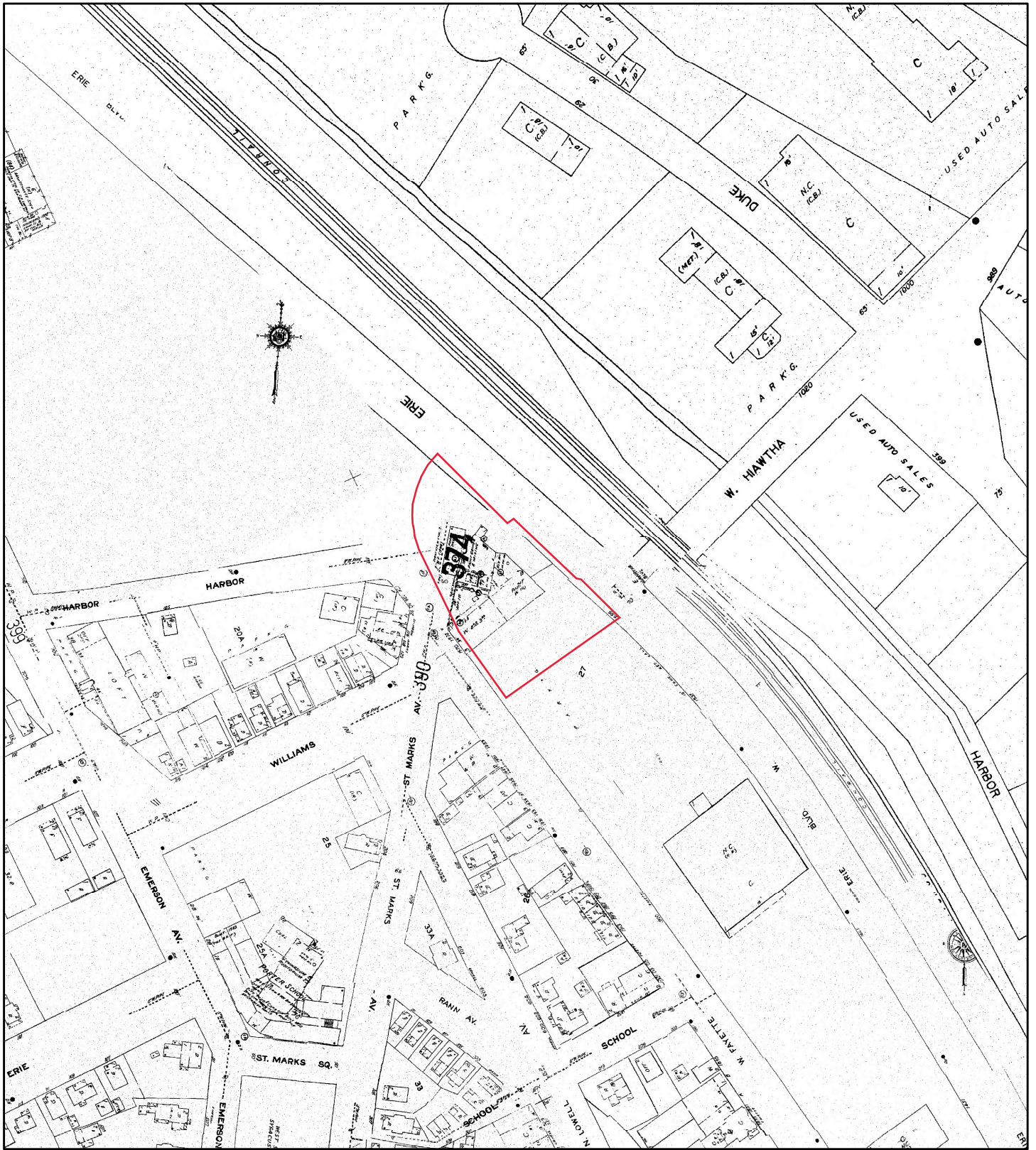
Site Name: 1970 West Fayette Street Phase 1 ESA

Address: 1970 West Fayette Street, Syracuse, NY, 13204

Date	City	State	Volume	Sheet Number(s)
1990	Syracuse	New York	3	374,389,390,399
1971	Syracuse	New York	3	371,374,389,390
1968	Syracuse	New York	3	371,374,389,390
1965	Syracuse	New York	3	371,374,389,390
1953	Syracuse	New York	3	371,374,389,390
1950	Syracuse	New York	3	350,374,389,390
1911	Syracuse	New York	3	350,374,389,390
1892	Syracuse	New York	1	4,5,6
	Syracuse	New York	2	169

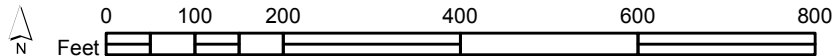
Individual Fire Insurance Maps for the subject property and/or adjacent sites are included with the ERIS environmental database report to be used for research purposes only and cannot be resold for any other commercial uses other than for use in a Phase I environmental assessment.

Fire Insurance Map

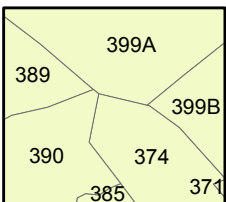


1990

Address: 1970 West Fayette Street, Syracuse, NY, 13204



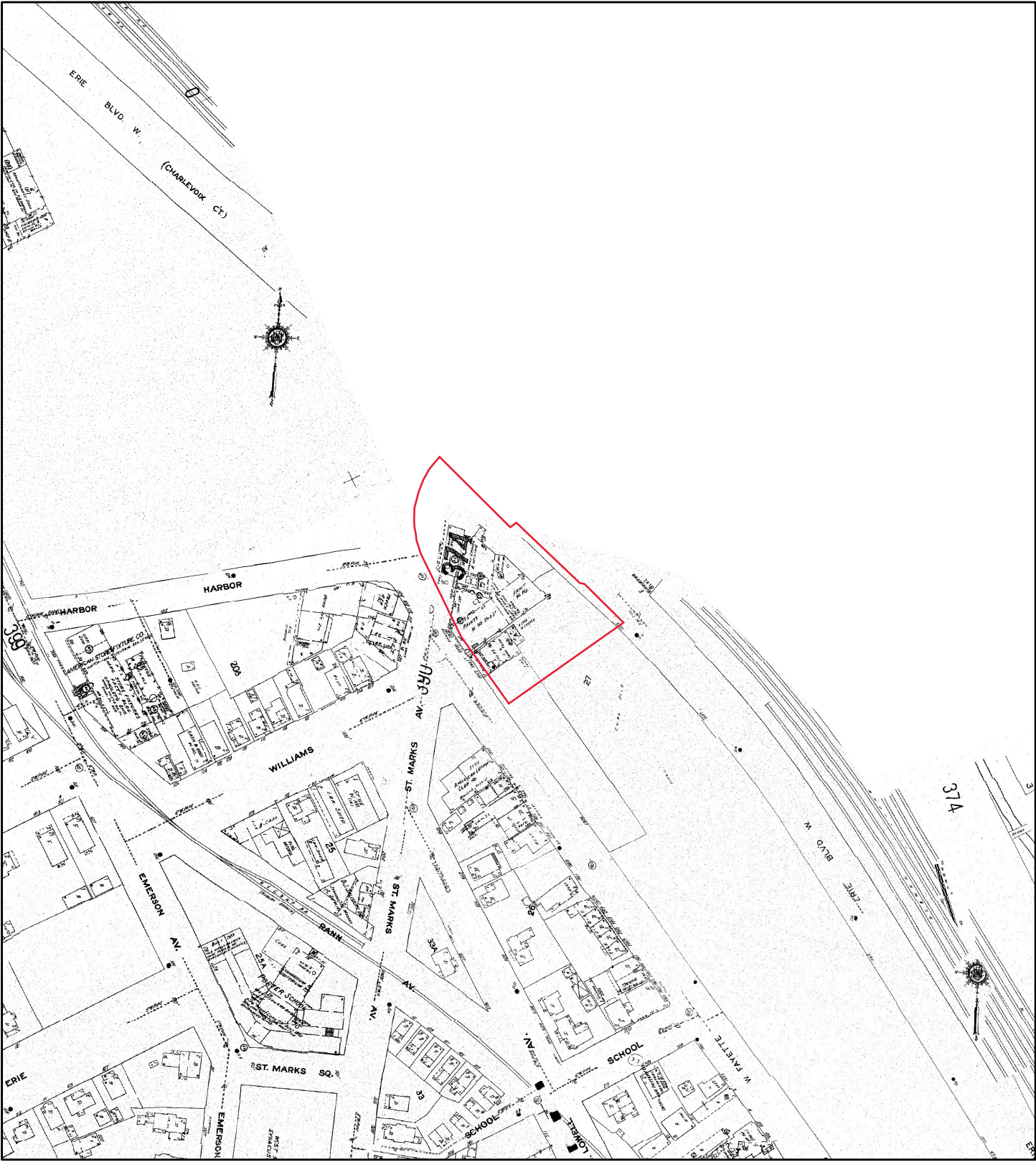
Order Number 20181206110



Map sheet(s):
Volume 3:374,389,390,399;

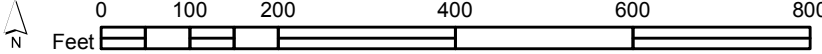


Fire Insurance Map

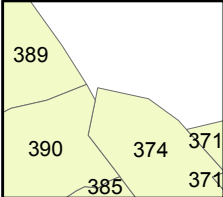


1971

Address: 1970 West Fayette Street, Syracuse, NY, 13204



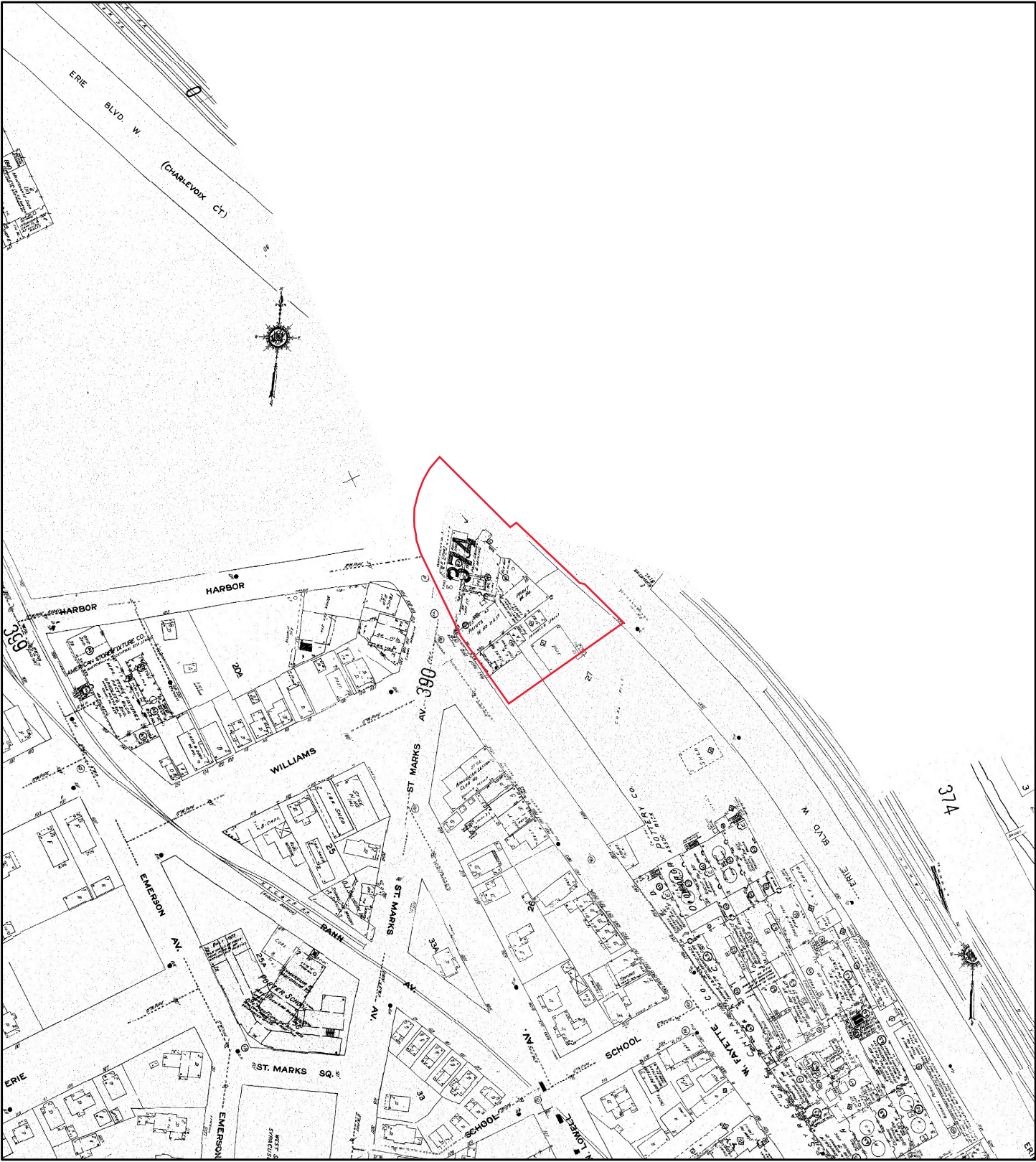
Order Number 20181206110



Map sheet(s):
Volume 3:371,374,389,390;

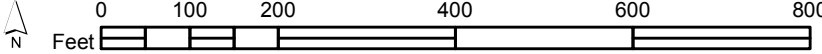


Fire Insurance Map

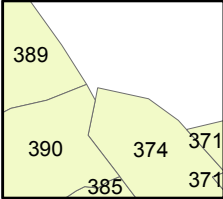


1968

Address: 1970 West Fayette Street, Syracuse, NY, 13204



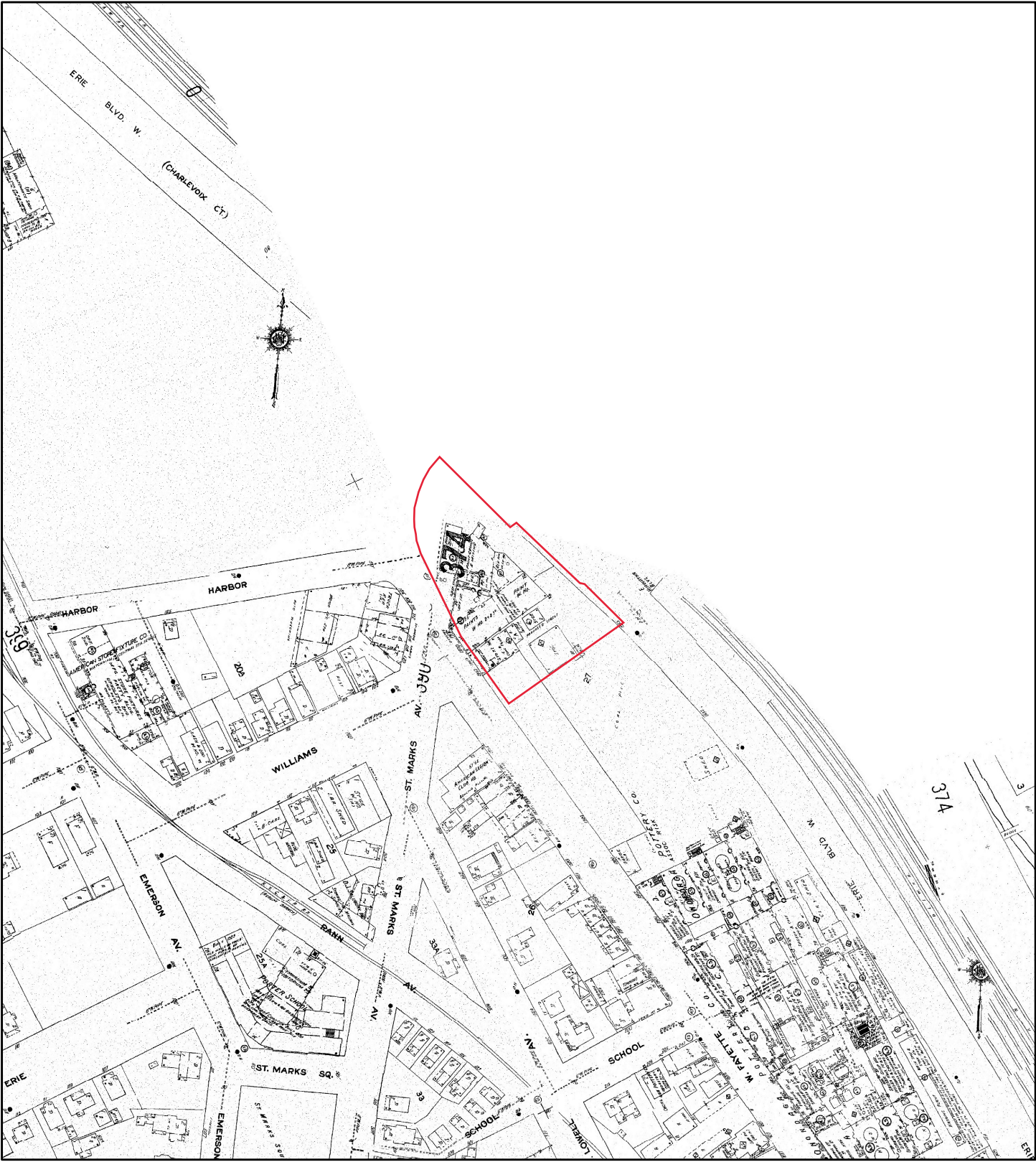
Order Number 20181206110



Map sheet(s):
Volume 3:371,374,389,390;

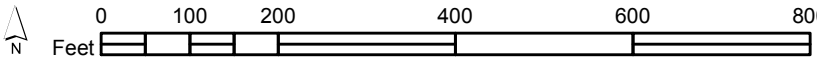


Fire Insurance Map

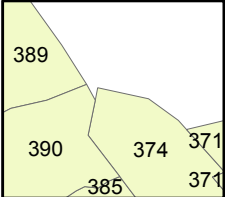


1965

Address: 1970 West Fayette Street, Syracuse, NY, 13204



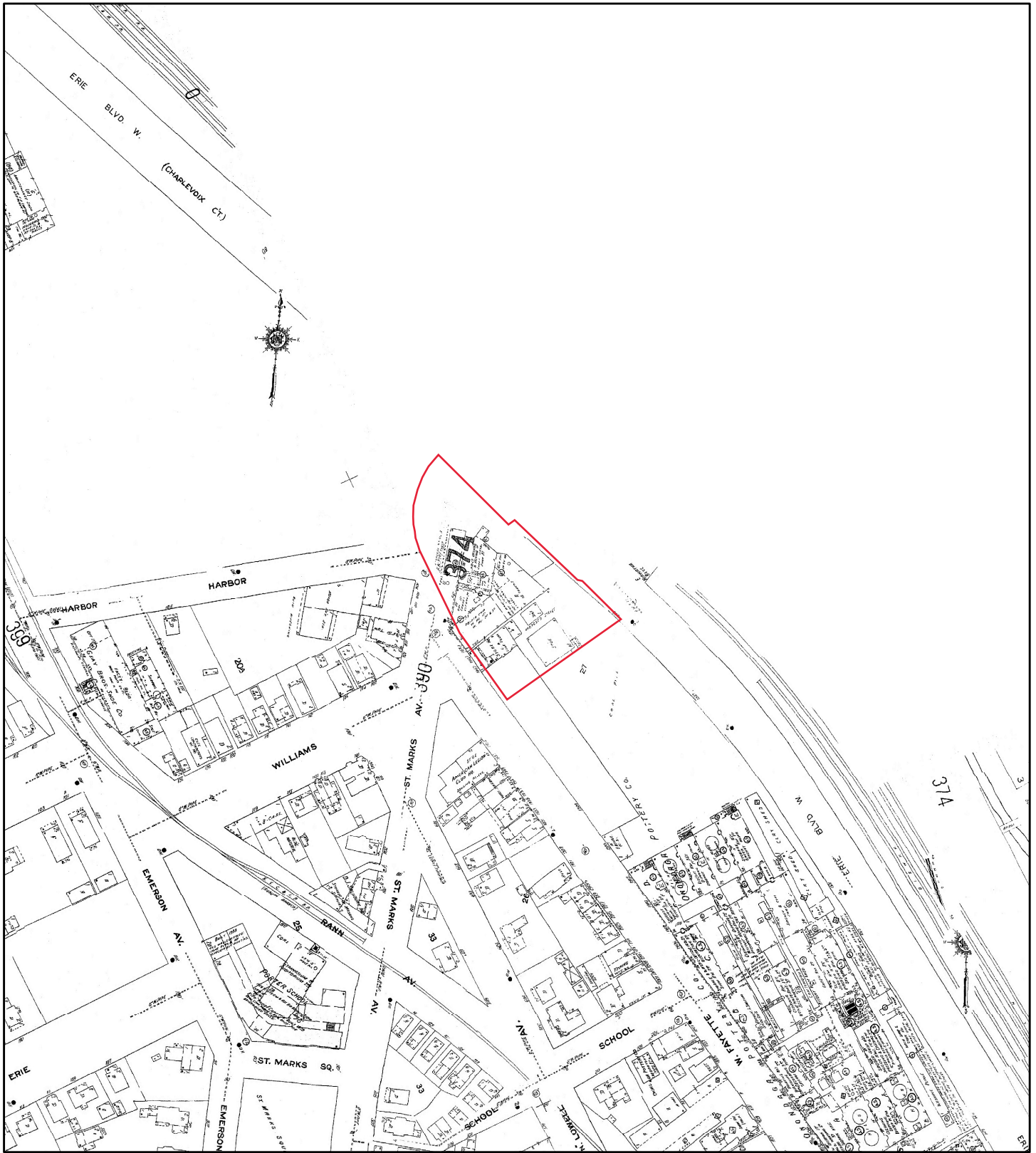
Order Number 20181206110



Map sheet(s):
Volume 3:371,374,389,390;

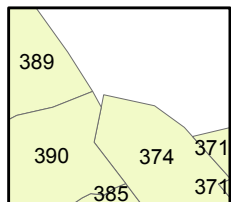
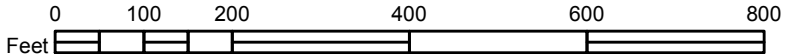


Fire Insurance Map



1953

Address: 1970 West Fayette Street, Syracuse, NY, 13204

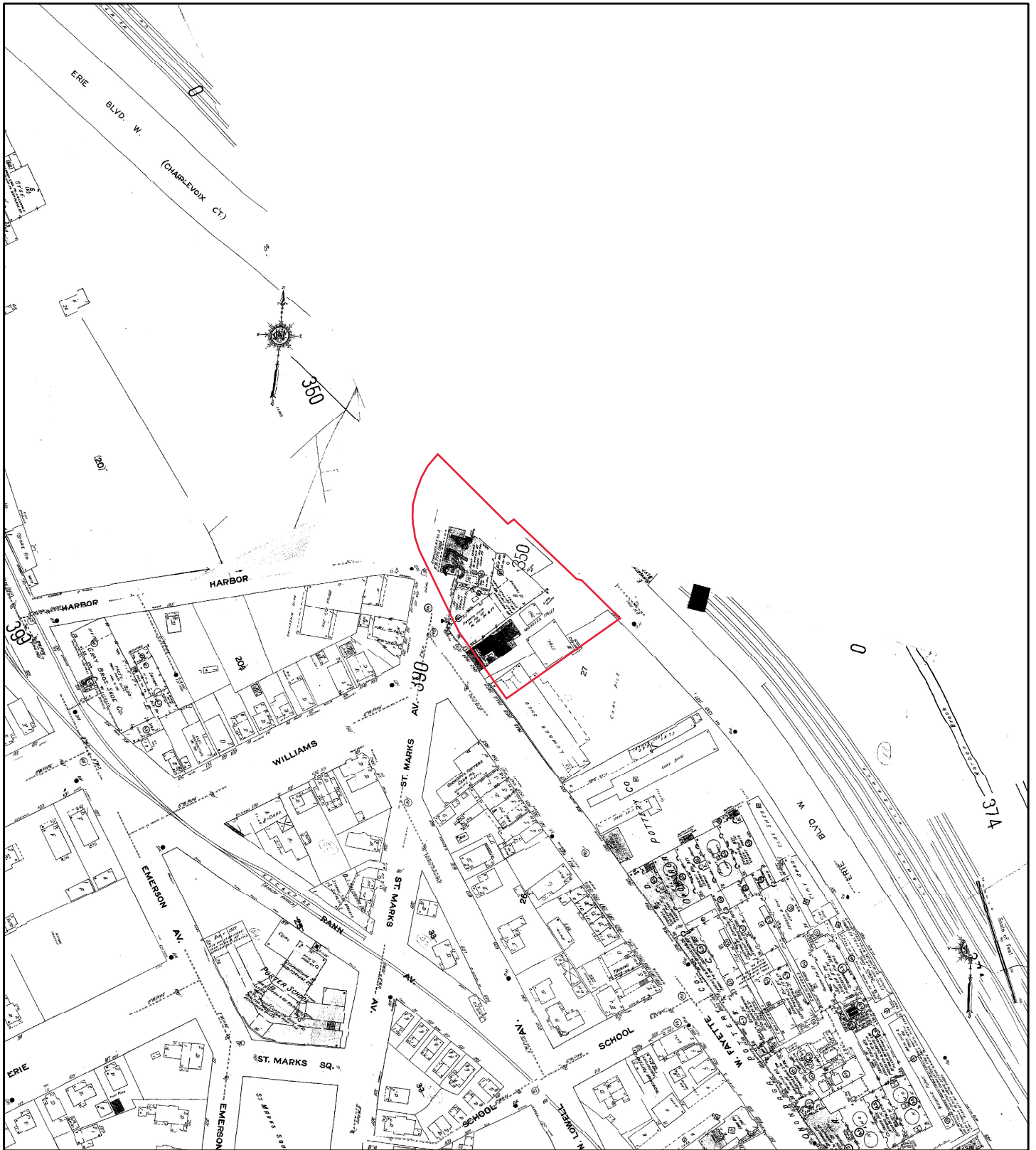


Map sheet(s):
Volume 3:371,374,389,390;

Order Number 20181206110

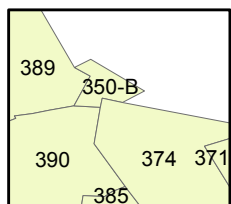
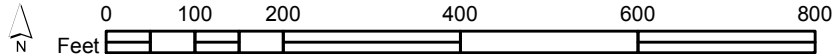


Fire Insurance Map



1950

Address: 1970 West Fayette Street, Syracuse, NY, 13204

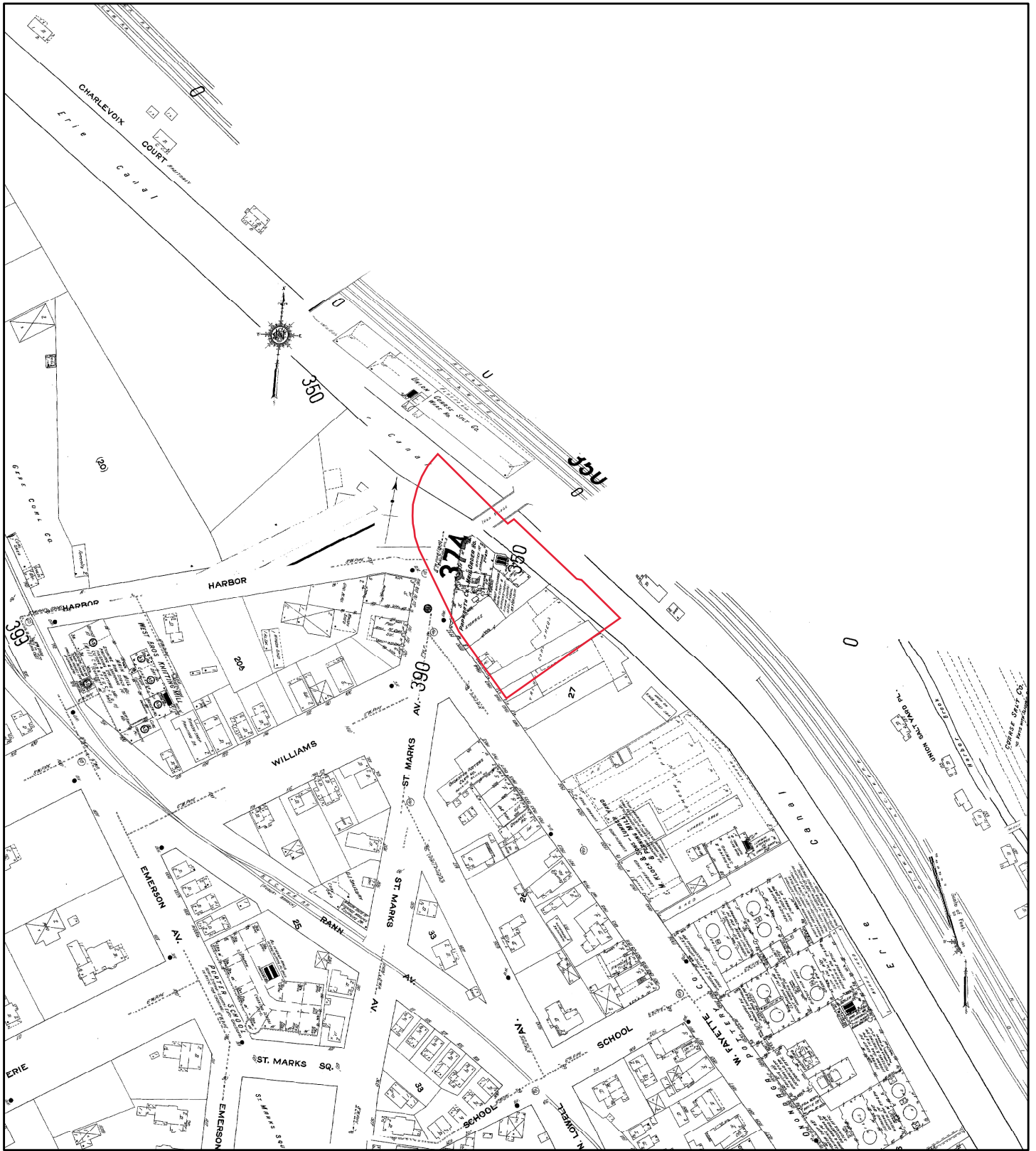


Map sheet(s):
Volume 3:350,374,389,390;

Order Number 20181206110

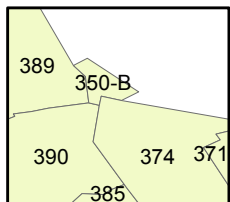
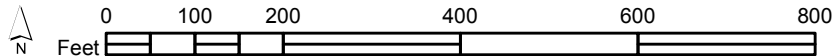


Fire Insurance Map



1911

Address: 1970 West Fayette Street, Syracuse, NY, 13204

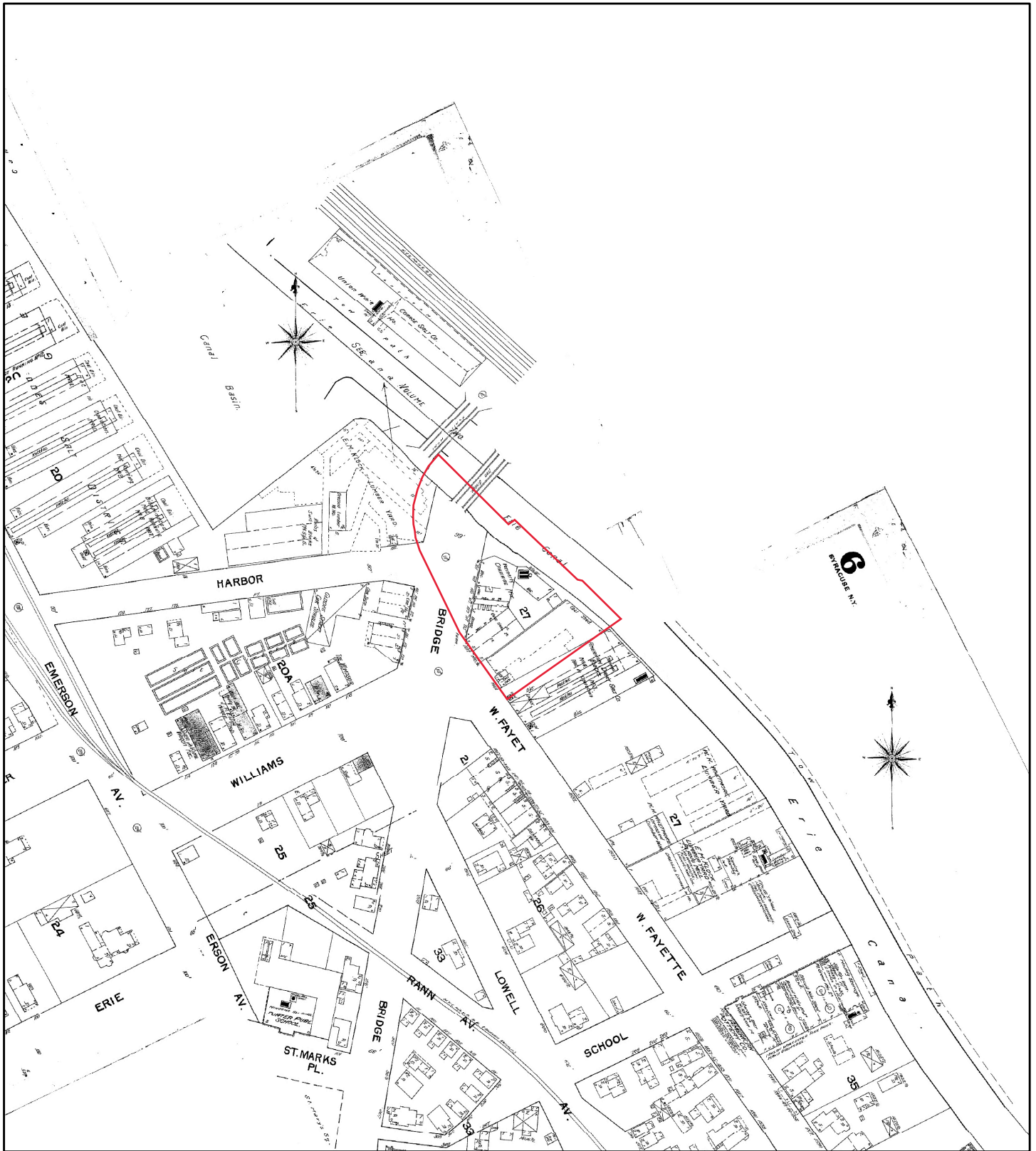


Map sheet(s):
Volume 3:350,374,389,390;

Order Number 20181206110

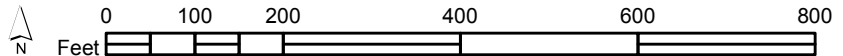


Fire Insurance Map

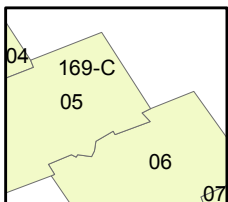


1892

Address: 1970 West Fayette Street, Syracuse, NY, 13204



Order Number 20181206110



Map sheet(s):
Volume 1:4,5,6;
Volume 2:169;





HISTORICAL DIRECTORY REPORT

for the site:

1970 West Fayette Street Phase 1 ESA
 1970 West Fayette Street
 Syracuse, NY 13204
 PO #:

Report ID: 20181206110
 Completed: 12/7/2018

Environmental Risk Information Service (ERIS)
 A division of Glacier Media Inc.
 T: 1.866.517.5204
 E: info@erisinfo.com

www.erisinfo.com



Search Results Summary

Date	Source	Comment
2018	POLKS	
2013	POLKS	
2008	POLKS	
2003	POLKS	
1998	POLKS	
1993	POLKS	
1988	POLKS	
1983	POLKS	
1977-78	POLKS	
1973	POLKS	
1968	POLKS	
1964	POLKS	
1959	POLKS	
1954	POLKS	
1949	POLKS	
1944	POLKS	
1939	POLKS	
1934	SAMPSON-MURDOCK	
1930	SAMPSON-MURDOCK	



12/7/2018

RE: CITY DIRECTORY RESEARCH
1970 West Fayette Street Phase 1 ESA
1970 West Fayette Street 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:

1500-2000 of West Fayette Street
1200-1800 of Erie Boulevard W

1126 TOBINS GARAGE auto rpr & serv ✓ @
315-471-6434
 1205 MARIA-MAKE-UP ARTIST wedding suppl
 & serv ✓ @315-395-6899
 Trembley Cheryl ✓ [5]
 1 HAIRITAGE beauty salons ✓
315-479-0112
 1 PATSY'S PIZZA pizza ✓ 315-472-4626
 1241 AGOR ENTERPRISES auto dlrs-used
 cars ✓315-510-4272
 1335 Percival Stacey ✓ [5]315-471-0000
 + HARBOR ST BEGINS
 • ZIP CODE 13204 CAR-RT C054
 1772 St Croix Tyler D [4] ▲ (1939)
 1807 CENTRAL AUTO RECYCLING INC auto
 parts- used & rebuilt ✓ @ 315-468-3454
 1900 Casler Patrick I [15] ▲ (1939)
 1904 [N] Davis Lawrence Jr ✓ ..315-488-3560
 1 No Current Listing
 1908 Pitcher Christina M ✓ @ [7]
 + EMERSON AVE INTERSECTS
 + EMERSON AVE INTERSECTS

1333 GEORGE O'DEA'S bars ✓ 315-478-9398
 + S WILBUR AVE INTERSECTS
 + SYRACUSE ST CONTINUES
 + ULSTER ST INTERSECTS
 • ZIP CODE 13204 CAR-RT C043
 1524 CARGIAN AGENCY INC insurance ✓
315-362-6005
 JAQUIN & CO insurance ✓
315-362-6004
 MASTERPOLE-MURPHY INSURANCE
 insurance ✓315-473-9622
 Masterpole Nicholas C Jr [18] ▲ (1939)
 Masterpole Martin
 + SCHUYLER ST BEGINS
 1620 COLE AUTO SALES auto dlrs-new cars ✓
 @315-425-7777
 + HAMILTON ST INTERSECTS
 + W GENESEE ST CONTINUES
 + HAMILTON ST CONTINUES
 • ZIP CODE 13204 CAR-RT C042
 1705 90 NAILS manicuring ✓315-468-2196
 Kelsey Sean ✓ [8]
 UEBELHOR CUSTOM GOLF CLUBS
 clubs317-881-4109
 + W GENESEE ST INTERSECTS
 1841 Giannino Thomas A [18] ▲ (1950)
 MIKES TV & APPLIANCE gift shops ✓ @
315-488-0921
 1855 Pavlas Susanne M [2]
 1 No Current Listing
 B BARBERSHOP TIPP HILL barbers ✓ @
315-299-7999
 1857 1A MINDSHARE LLC marketing
 consultants ✓ @315-488-9975
 + SCHOOL ST INTERSECTS
 1900 JEHOVAH'S WITNESSES EAST-CNTRL
 churches ✓315-488-9782
 1931 Gass Karen R ✓ @ [30] ▲ (1939)
 1935 - 1937 No Current Listing (2 Hses)
 1939 [N] David Byron
 1951 AMERICAN LEGION veterans' & military
 org ✓315-487-9772
 + WILLIAMS ST INTERSECTS
 + HARBOR ST INTERSECTS
BUSINESSES 186 HOUSEHOLDS 125

- 1166 ADVANCED AUTO BROKERS auto
dlrs-used cars ✓@ ..315-426-2886
- 1200 AJR SALES auto dlrs-used cars ✓@
.....315-476-4708
- 1205 HAIRITAGE beauty salons ✓@
.....315-479-0112
- MARIA-MAKE-UP ARTIST wedding
supl & serv ✓@315-395-6899
- SCUTARI ENTERPRISES INC
pizza ✓@315-472-4626
- 1 **N** Tremblev Cheryl ✓
- 1241 AGOR ENTERPRISES disabled
persons equip/supl ✓@
.....315-510-4272
- MOBILITY WHEELS disabled
persons equip/supl ✓@
.....315-399-7003

+ HARBOR ST BEGINS**• ZIP CODE 13204 CAR-RT C054**

- 1770 MR ROOTER PLUMBING plumbing
contractors ✓@315-478-8256
- 1772 Carey Gloria J ✓ **[18]**
.....315-468-2686
- Carey Michelle L315-468-2686
- 1807 CENTRAL AUTO RECYCLING INC
auto parts- used & rebuilt ✓@
.....315-468-3454
- 1900 - 1904 No Current Listing (2 Hses)
- 1908 Walrath Allen ✓@ **[7]**▲ (1920)
.....315-487-5315
- Walrath Jennifer315-487-5315

+ EMERSON AVE INTERSECTS

- 1524 CARGIAN AGENCY INC insurance
✓@315-362-6005
- JACUIN & CO insurance ✓@
.....315-362-6005
- Masterpole Carl @ **[13]**
- Masterpole Martin
- MASTERPOLE-MURPHY
insurance ✓@315-473-9622
- + SCHUYLER ST BEGINS**
- 1620 COLE AUTO SALES auto dlrs-used
cars ✓@315-425-7777
- + HAMILTON ST INTERSECTS**
- + W GENESEE ST CONTINUES**
- + HAMILTON ST CONTINUES**
- ZIP CODE 13204 CAR-RT C042**
- 1701 JONES LANG LA SALLE real
estate mgmt ✓@315-468-3380
- SKYS DA LIMIT clothing-retail ✓@
.....315-299-4111
- 1705 90 NAILS manicuring ✓
.....315-468-2186
- CROSS STATE FUNDING real
estate loans ✓@315-487-5818
- + W GENESEE ST INTERSECTS**
- 1841 Giannino Thomas A **[13]**
- MIKE'S TV & APPLIANCE
appliances-hshld- major-dlrs ✓@
.....315-488-0921
- 1847 MIKES POWER EQUIPMENT
hardware-retail @315-488-0922
- 1855 **N** Buffington Brittany ✓
Turo Daniel J ✓ **[7]**
- 1857 MINDSHARE LLC marketing
consultants ✓@315-488-9975
- 1860 Harris Bill **[2]**
- + SCHOOL ST INTERSECTS**
- 1900 JEHOVAH'S WITNESSES religious
org ✓@315-488-9781
- 1931 GAS PUMP TAVERN bars ✓@
.....315-487-9559
- Gass Carl A & Karen R ✓@ **[25]**▲
(1939)315-487-6801
- 1935 - 1939 No Current Listing (3 Hses)
- 1951 AMERICAN LEGION veterans' &
military org ✓@315-487-9772
- 1970 DEAN MATERIAL & SUPPLY
CORP chemicals-retail ✓@
.....315-488-5401
- STRATHMORE PRODUCTS INC
paint-whol ✓315-488-8711

+ WILLIAMS ST INTERSECTS**+ HARBOR ST INTERSECTS****BUSINESSES 174****HOUSEHOLDS 88**

Thomas W P [2]315-472-4379
 1166 NORTHEAST AUTO BROKER auto
 & truck brokers315-426-2886
 1200 AJR SALES auto dlrs-used cars
315-476-4708
 1205 HAIRITAGE beauty salons
315-479-0112
 PATSY'S PIZZA restaurants
315-472-4626
 1301 FIRST PLACE FINISH auto body-
 rpr & painting315-474-4600
 1335 SYRACUSE RUST PROOFING
 auto detail & clean-up serv
315-471-3003
 ZIEBART auto detail & clean-up
 serv315-471-3003
+ HARBOR ST BEGINS
• ZIP CODE 13204 CAR-RT C054
 1770 DRAINMAN JET O-ROOTER INC
 plumbing contractors
315-478-8256
 1772 Carey Gloria J [13]315-468-2686
 Carey Michelle L315-468-2686
 ☎ Jenkins Robert T
 1807 CENTRAL AUTO RECYCLING INC
 auto parts- used & rebuilt
315-468-3454
 1900 Savage Jessica [2]
 Savage Christine A
 1904 ☎ Thomas Kathy L
 1908 Walrath Allen [2] ▲
+ EMERSON AVE INTERSECTS
+ EMERSON AVE INTERSECTS

1333 GEORGE ODEAS bars
315-478-9398
+ S WILBUR AVE INTERSECTS
+ SYRACUSE ST CONTINUES
+ ULSTER ST INTERSECTS
• ZIP CODE 13204 CAR-RT C047
 1524 CARGIAN AGENCY INC insurance
315-362-6005
 JAQUIN & CO insurance
315-362-6004
 MASTERPOLE-MURPHY bonds-
 surety & fidelity315-473-9622
+ SCHUYLER ST BEGINS
+ SCHUYLER ST CONTINUES
+ HAMILTON ST INTERSECTS
+ W GENESEE ST CONTINUES
• ZIP CODE 13204 CAR-RT C042
 1701 CLIPPER MAGAZINE advertising-
 direct mail315-424-8967
+ HAMILTON ST CONTINUES
 Jones Lang L [5]315-468-3380
 SKY'S DA LIMIT nonclassified
 establishments315-488-4341
 1705 90 NAILS manicuring
315-468-2196
 CROSS STATE FUNDING real
 estate loans315-487-5818
+ W GENESEE ST INTERSECTS
 1841 MIKE'S COLLECTIBLES gift shops
315-488-0921
 MIKE'S POWER EQUIPMENT lawn
 mowers315-488-0921
 1855 SPECTRUM HOME
 IMPROVEMENT home
 improvements315-410-9565
 1857 MINDSHARE LLC marketing
 programs & serv315-488-9975
 1860 JOE'S DELI delicatessens
315-701-0258
+ SCHOOL ST INTERSECTS
 1900 SYRACUSE EAST CON-JEHOVAH
 religious org315-488-9781
 1931 GAS PUMP TAVERN bars
315-487-9559
 Gass Carl A & Karen R [20] ▲
315-487-6801
 JOCKO'S SHEBEEN restaurants
315-487-9788
 1935 - 1939 No Current Listing (3 Hses)
 1947 GROUP HAPPY HOUR non-profit
 org315-487-9841
 1951 TIPPERARY HILL POST clubs
315-487-9772
 1970 STRATHMORE PRODUCTS INC
 paint-whol315-488-8711
+ WILLIAMS ST INTERSECTS
+ HARBOR ST INTERSECTS
BUSINESSES 214 **HOUSEHOLDS 64**

1200 AJR SALES auto dlrs-used cars
315-476-4708

1205 BELLISIMA wedding supl & serv
315-395-6899

1 HAIRITAGE barbers
315-479-0112

1 PATSY'S PIZZA restaurants
315-472-4626

1241 Tauro Vito A & Anthony [12]▲
315-476-3222

1301 LAURE'S CAR CARE CO auto dlrs-
 used cars315-475-0229

Laure William H [18]▲

+ HAMILTON ST INTERSECTS
 + W GENESEE ST INTERSECTS
 + HIAWATHA BLVD W INTERSECTS
 + HARBOR ST BEGINS
 + HARBOR ST CONTINUES
 • ZIP CODE 13204 CAR-RT C054

1770 No Current Listing

1772 Carey Gloria J [8]

1807 CENTRAL AUTO RECYCLING INC
 auto parts & supl- whol
315-468-3454

1900 [10] Casler Patrick I315-487-7252

1904 - 1904 No Current Listing (2 Hses)

1908 Tikhevich Maria T [2] ..315-488-4918

+ EMERSON AVE BEGINS

1333 GEORGE O DEY'S bars
315-478-9398

ROADSIDE CAFE restaurants
315-476-5141

+ N WILBUR AVE INTERSECTS
 + N WILBUR AVE ENDS
 + SYRACUSE ST CONTINUES

1524 CARGIAN AGENCY INC insurance
315-362-6005

JAQUIN & CO INC insurance
315-362-6004

MASTERPOLE-MURPHY insurance
315-473-9622

+ SCHUYLER ST INTERSECTS
 + SCHUYLER ST CONTINUES
 + HAMILTON ST INTERSECTS

1701 WIRELESS ALTERNATIVES
 cellular telephones-equip/supl
315-488-0138

1705 90 NAILS manicuring 315-468-2196

JONES LANG LA SALLE real
 estate mgmt315-468-3051

+ W GENESEE ST INTERSECTS
 • ZIP CODE 13204 CAR-RT C042

1841 MIKE'S POWER EQUIPMENT lawn
 mowers315-487-9247

MIKE'S TV & APPLIANCES gift
 shops315-488-0921

1855 Garrett Jerry [2]315-487-7984

SPECTRUM HOME
IMPROVEMENTS home
improvements315-410-9565
1 No Current Listing

1857 ARTISAN PLUMBING LTD
plumbing contractors 315-484-1027
GRAFIX DESIGN INC graphic
designers315-487-8887
IDEA WORKS LTD engineers-
consulting315-488-1082

1860 BRIGADIER HALL halls &
auditoriums315-468-5710
JOE'S DELI AT BRIGADIER HALL
restaurants315-484-2189
SYRACUSE BRIGADIER DRUM-
BUGLE musicians

+ SCHOOL ST INTERSECTS

1931 GAS PUMP TAVERN bars
.....315-487-9559

Gass Carl A & Karen R [15] ♣

JOCKO'S SHEBEEN restaurants
.....315-487-9788

Oconnor Mary M [6]

1935 Tuff Sean P [7]
Tuff Emogene M

1937 - 1939 No Current Listing (2 Hses)

1947 GROUP HAPPY HOUR non-profit
org315-487-9841

1951 TIPPERARY HILL POST clubs
.....315-487-9772

1970 Burr Thomas M [7]
STRATHMORE PRODUCTS INC
paint-whol315-488-8711

+ SAINT MARKS AVE INTERSECTS

+ WILLIAMS ST INTERSECTS

+ HARBOR ST INTERSECTS

BUSINESSES 177 HOUSEHOLDS 72

1166 Russo Steven M ♣
1200 A J R SALES used car
dealers..... 476-4708
1205 HAIRITAGE barber shops
.....479-0112

Nicola Lisa C [9]+ ♣
SCUTARI ENTERPRICES
eating places 472-4626

1227 1231 TAURO ANTHONY
USED CARS used car dealers
.....476-3222

1241 Tauro Vito A [9]+ ♣... 476-3222
Tauro Anthony 476-3222

1301 Laure William H [9]+ ♣
LAURES CAR CARE
COMPANY auto rpr
.....475-0229

1335 MONRO MUFFLER BRAKE
auto exhaust rpr..... 424-0902

+ W GENESEE ST INTERSECTS

+ HAMILTON ST BEGINS

+ HARBOR ST BEGINS

. ZIP CODE 13204 CAR-RT C024

1772 Carey Gloria J [4] ♣.. 468-2686

1807 CENTRAL AUTO RECYCLING
auto home sppl str..... 468-3454

1900 Gass Carl [9]+ ♣

1904 Hamann Robert E [5]

1919 Not Verified

+ EMERSON AVE INTERSECTS

1329 Smith Kelly B
 1333 DOOLEYZ TAVERN drinking
 places 478-9398
 +S WILBUR AVE INTERSECTS
 +RAILROAD CONTINUES
 +N WILBUR AVE ENDS
 +SCHUYLER ST BEGINS
 +HAMILTON ST INTERSECTS
 1701 Crisalli Anthony C
 L & R FLOORS OF
 SYRACUSE fir laying
 work 488-3133
 1705 BLISS ANTIQUES WHIMSEYS
 NORMA used merch stores
 468-2182
 MUSIC LOFT musical instrmt
 str 488-3603
 +W GENESEE ST INTERSECTS
 . ZIP CODE 13204 CAR-RT C012
 1841 Giannino Michael A Sr [M]+ [A]
 MIKES TV & APPLIANCE
 electronics 488-0921
 1852 Spaulding Paul G [A]
 1855 EVA'S EUROPEAN SWEETS
 cndy nut cftny 434-1878
 1857 GRAFIX DESIGN commrcd art
 gr dsg 487-8887
 1860 P C BOOTH RECOVERY
 CENTER grocery stores
 488-0458
 RITE AID drug store.. 487-9703
 +SCHOOL ST BEGINS
 1903 Fredette Mary F [A]
 1913 Wood E [A] 487-1658
 1915-1917½ Not Verified (2 Hses)
 1919 Lawton Lonny [A]
 1921 Not Verified
 1931 Gass Carl A [M]+ [A] ... 487-6801
 Gass Kathleen R 487-6801
 1 GASS PUMP TAVERN
 drinking places .. 487-9559
 1935 Heaney Thomas E Jr
 488-6783
 1937 Salisbury G 487-7505
 1939 Macrae Travis J
 1951 TIPPERARY HILL AMERICAN
 LEGION POST 1361 civic
 social assns 487-9772
 1970 STRATHMORE PRODUCTS
 paints allied prdt 488-5401
 +WILLIAMS ST BEGINS
 +SAINT MARKS AVE BEGINS
 +HARBOR ST INTERSECTS
 BUSINESSES 124 HOUSEHOLDS 85

used cars 470-0100
 1151 CARS-R-US used cars ret
 1200 A J R SALES used cars 476-4708
 1205 HAIRLOOM beauty salon 479-0112
 PATSY'S PIZZA 472-4626
 1237 Vacant
 1241 TAURO ANTHONY USED CARS
 INC 476-3222
 1301 LAURE WILLIAM USED CARS
 475-0229
 1306 Vacant
 1335 MONROE MUFFLER & BRAKES
 424-0902
 • WEST GENESEE ST INTERSECTS
 3
 • W HIAWATHA BLVD INTERSECTS
 • HARBOR ST INTERSECTS
 1750 Karpinski Chester L [9]+ [A] 488-7835
 1762 Vacant
 1770 Wafer Helen E [9]+ [A] 488-0692
 1772 Wilbur Rose C [9]+ [A] 468-2686
 1776 Bogett Wayne A & Eliz [9]+
 488-8784
 1807 CENTRAL AUTO RECYCLING
 468-3454
 1900 Gass Edw Jr [9]+ [A] 468-6687
 1904 Gass Frances M [9]+ [A] 488-7362
 1904 Vacant
 1908 Perricone Jos & Mary [9]+ [A]
 468-2818
 1919 Pitre Randy S & Linda S [8]
 488-1898
 1919 Vacant
 1927 Vacant
 • EMERSON AV INTERSECTS

1333 DOOWERS PUB tavern 478-9398
• S WILBUR AV INTERSECTS

• HAMILTON ST INTERSECTS

1701 BEST AGENCY OF SYRACUSE INC
ins 488-2378

ANTIQUES & WHIMSEYS antiques
468-2182

Rear KITCHEN & BATH REMODELING
CO 468-0421

1705 Vacant

• WEST GENESEE ST INTERSECTS

1801 KEY BANK parking lot

1817 Vacant

1841 MIKE'S T V & APPLIANCE sls
488-0921

1855-1857 Vacant (2 Businesses)

1860 RITE AID PHARMACIES 487-9703
Vacant

• SCHOOL ST INTERSECTS

1901 BOSCOS EXPRESS PIZZA & DELI
468-1932

1903 Apartments

1903 Vacant

1905 Vacant

1913★Gonyea Loretta

1913 Vacant

1915 Scott Robt D [2]

1915 Vacant

1917 Wells Rachael [2] 488-7451

1917-1917½ Vacant (4 Hses)

1919★Henderson Matthew

★Yerton William 488-2382

1921 BANANAS restr

1931 GASS PUMP restr 487-9559
Gass Carl [8] © 487-6801

1935 Gabriel Ron 2 [2] 487-9405

1937-1939 Vacant (2 Hses)

1947 OPEN HOUSE 487-9841

1951 TIPPERARY HILL POST NO 1361
(AM LEGION) 487-9772

1970 STRATHMORE PRODUCTS INC
paint whol 488-5401

2001 CORVETTE BARN auto repr
468-0226

• WILLIAMS ST INTERSECTS

22 HOUSEHOLDS

151 BUSINESSES

470-0183

1151 Boulevard Feed & Garden 478-8036

1200 A J R Sales used cars 476-4708

1233 Dick & Karen's Donut Shop 424-9900

1237 Shuffles Pizza 471-9825

1241 Tauro Anthony Used Cars Inc rust-free
476-3222

1306 Laure William Used Cars

1335 Monroe Muffler & Brakes 424-0902

WEST GENESEE ST INTERSECTS

W HIAWATHA BLVD ENDS

1750 Karpinski Chester L © 488-7835

1762 Schultz Edith L Mrs © 468-0381

1770 Wafer Helen E Mrs © 488-0692

1772 Wilbur Rose C Mrs © 468-2686

1776 Bogett Wayne A 488-8784

1807 Day & Night Auto Service towing &
garage serv 488-3155

1900 Gass Edw Jr © 468-6687

1904 Gass Adam T © 488-7362

Dilling Cath Mrs 468-5048

1908 Perricone Joseph J © 468-2818

1919 Pitre Randy S 488-1898

Vacant

1925 Vacant

1927 Vacant

EMERSON AV INTERSECTS

1333 Dooley's tavern 478-9398

ULSTER ST BEGINS

SCHUYLER ST BEGINS

48

HAMILTON ST INTERSECTS

1701 L & R Floors 488-3133

Crisalli Anthony N

Rear Kitchen & Bath Remodeling Co bldg
contr 468-0421

1705 T F H Audio speaker repair & reconing
468-4031

WEST GENESEE ST INTERSECTS

1801 Key Bank parking lot

1817 Warren Garage auto repr 487-2777

1841 Mike's T V & Appliance sls 488-0921

1855 Vacant

1857 Spaulding Paul G & Associates mgmnt
consultants 488-3070

1860 Rite Aid Pharmacies 487-9703

P & C Food Markets 488-0458

SCHOOL ST BEGINS

1901 Vacant

1903 Apartments

1 Vacant

2★Standard K

3★Parton Franklin D

4★Gregory Jo Ellen

5 Kerber Bill

1905 Recycle Center 488-0656

Zinkovitch Edw J 487-3264

1907 Vacant

1915★Witthoeft Kemsie

Mc Laughlin

1917 Garvin Danl 488-2095

★Spisak Wilfrid L

1917½ Fisher Earl D

★Lewis Bernadette A

1919 Yerton Wm P 488-2382

★Rolfe Karen

1921 Vacant

1931 Gass Pump restr 487-9559

Gass Carl

1935 Carmona Nancy J

1937 Anderson Peter D 468-1297

1947 Open House 487-9841

1951 Tipperary Hill Post No 1361 (Am
Legion) 487-9772

1970 Strathmore Products Inc paint whol
488-5401

WILLIAMS ST ENDS

used cars 478-0103

1200 A J R Sales used cars 476-4708

1231 Nardiello Auto Sl's used cars 471-4485

1233 Dick & Karen's Donut Shop 424-9900

1237 Vacant

1241 Shuffle's Restaurant 471-9825

1243 Eric West Auto Sales

1306 Vacant

1335 Monroe Muffler 424-0902

WEST GENESEE ST INTERSECTS

WEST HIAWATHA BLVD ENDS

1750 Karpinski Chester L © 488-7835

1762 Schultz Edith L Mrs © 468-0831

1770 Wafer Helen Mrs ©

1772 Wilbur Robt C carpet installer ©
468-2686

1776 Vacant

1900 Gass Edw Jr © 468-6687

1904 Gass Adam T © 488-7362

Dilling Cath Mrs 468-5048

1908 Perricone Joseph J © 468-2818

1919★Patrie Randolph

Rogers Frances Mrs 488-1157

1925 Arrow Refrigeration Co coml & industrial
471-4270

1927 Vacant

EMERSON AV INTERSECTS

HAMILTON ST INTERSECTS

1701 Lay-Rite Linoleum & Tile Co Inc
488-3133

1705 Kitchen & Bath Remodeling Co bldg
contr 468-0421

WEST GENESEE ST INTERSECTS

1801 Key Bank parking lot

1817 Warren Garage 487-9790

1841 Mike's T V & Appliance sls 488-0921

1855 Vacant

1857 Spaulding Paul G & Associates mgmnt
consultants 488-3070

SCHOOL ST BEGINS

1901 Universal Upholstery Co 468-5108

1903 Apartments

1 Kosloski Rosemarie

2 Kerber Ken

3★Freeman Cindy

4★Kurtz Mark

5 Kerber Wm

1905 Recycle Center 488-0656

Zinkovitch Edw 487-3264

1907 Barrett Donnelly & Gooley Plumbing &
Heating 488-6411

1909 Apartments

1 Sawyer Robt 488-1572

2 Vacant

3 Miles Timothy 488-5516

1913★Peck Patk J 468-6049

1915 Johnson Josiah 488-7990

1917★Garvin Danl 488-2095

1917½★Sawyer Molly A 488-4062

1919 Yerton

Vacant

1921 Skillet Restaurant Inc The 487-9789

Goodwin Hilda E Mrs © 468-9748

1931 Jocko's Shebeen restr 487-9788

Collins James

1939 Vacant (3 Hses 1939-45)

1947 A-A Open House 487-9841

1951 Tipperary Hill Post No 1361 (Am Legion)
487-9772

1970 Strathmore Products Inc paint whol
488-5401

1200 A J R Sales used cars 476-4708
1233 Empire Bakery 475-3474
1237 Vacant
1241 Shuffle's Restaurant
1306 Nycz Victoria Mrs © 476-7157
1335 Laure's Performance auto repr 475-0229
WEST GENESEE INTERSECTS

33

WEST HIAWATHA BLVD ENDS

1720 Wisniewski Ann 468-6564
1750 Karpinski Chester L © 488-7835
1762 Schultz Edith L Mrs © 468-0831
1770 Wafer Wm O ©
1772 Wilbur Robt C carpet installer ©
468-2686
1776 Wilbur John E © 468-2950
1900 Gass Edw Jr © 468-6687
1904 Gass Adam T © 488-7362
Dilling Cath Mrs 468-5048
1908 Perricone Joseph J © 468-2818
1919 Werbeck Donald A 488-7105
Rogers Wm 488-1157
1925 Vacant
1927 Economy Mailing Services letter shop
serv 468-1203
EMERSON AV INTERSECTS

1333 Gass Pump tavern 478-9564
ULSTER BEGINS
SCHUYLER BEGINS

48

HAMILTON ST INTERSECTS

1701 Lay-Rite Linoleum & Tile Co Inc
488-3133
1705 Kitchen & Bath Remodeling Co bldg
contr 468-0421
WEST GENESEE INTERSECTS
1801 F T & D parking lot
1817 Warren Garage 487-9790
1841 Mike's T V & Appliance als 488-0922
1855 Vacant
1857 Spaulding Paul G & Associates mgmnt
consultants 488-3070

SCHOOL BEGINS

1901 Universal Upholstery Co 468-5108
1903 Apartments
1 Kosloski Rosemarie
2★Post Eliz
3 Liepke Anthony
4★Suboski Anthony J
5 Kerber Wm
1905 Vacant
1907 Gooley Wm F & Sons Inc plmb 488-6411
1909 Apartments
1 Vacant
2 Vacant
3 Vacant
1913 Guerin R
Casey Vincent
1915★Blair Wm
1917 Meyer Michl J 488-1719
1917½ Riley David D 488-9674
Vacant
1919 Cooter Ray 468-4129
★Williamson Randy L 499-4086
1921 Skillet Restaurant 487-9789
Goodwin Hilda E Mrs © 468-9748

1931 Diamond Tavern Restaurant 487-9788
Kuryla John B
1937 Seneca Graphic Inc 468-3049
1939 Bremer Eric
Stannard Kristine Mrs
1941 Vacant
1943 Plants Baskets & Crafts 468-0235
1945 Vacant
1947 A-A Open House 487-9841
1951 Tipperary Hill Post No 1361 (Am Legion)
487-9772
1962 Selective Auto Body 487-9740
1970 Strathmore Products Inc paint whol
retail 488-5401

1200 Deals In Wheels used cars 476-8397
1233 Empire Donut Shop 475-3474
1237 Hennigan Ed Motors 478-5329
1241 Vacant
1306 Nycz Victoria Mrs © 476-7157
1335 Vacant
WEST GENESEE INTERSECTS
WEST HIAWATHA BLVD ENDS
1720 Wisniewski Ann
1750 Karpinski Chester L © 488-7835
1762 Schultz Edith L Mrs © 468-0831
1770★Wafer Wm O ©
1772 Wilbur Robt C carpet installer ©
468-2686
1776 Wilbur John © 468-2950
1900 Gass Edw Jr © 468-6687
1904 Gass Adam T © 488-7362
Dilling Cath Mrs 468-5048

1333 Billy E's tavern 478-9564
 ULSTER BEGINS
 SCHUYLER BEGINS

48

HAMILTON ST INTERSECTS
 1701 Lay-Rite Linoleum & Tile Co Inc
 488-3133
 1705 Kitchen & Bath Remodeling Co bldg
 contr 468-0421
 WEST GENESEE INTERSECTS
 1801 F T & D parking lot
 1804 Vacant
 1817 Warren Garage 468-9750
 1841 Mike's T V & Appliance tv repr 488-0922
 1855 Vacant
 1857 Spaulding Paul G & Associates consulting
 engs 488-3070
 1858 Vacant
 SCHOOL BEGINS
 1901 West End Auction House 468-9512
 ★Kosloski Rose M
 1903 Liepke Anthony
 1905 Vacant
 1907 Gooley Wm F & Sons Inc plmb 488-6411
 1909★Rushlow Paul R 468-4283
 Vacant
 1913★Kaminski J A
 1915 Smith Johnny H 488-0885
 Johnson Josiah 488-7990
 1917 Vacant
 1917½ Riley David D 488-9674
 1919★Czomko Jerry
 1921 Skillet Restaurant 468-9748
 Goodwin Hilda E Mrs © 468-9748
 Dickinson David C 468-3740
 1931 Diamond Tavern Restaurant 468-9747
 Kuryla John B ©
 1937 Seneca Graphic Inc 468-3049
 1939 Rushlo Delbert H 488-3609
 ★Stannard Kristine Mrs
 1941 Vacant
 1943 James Heating & Cooling 468-1332
 1945 Sawyer Robt 488-1572
 1947 A-A Open House 488-9804
 1951 Tipperary Hill Post No 1361 (Am Legion)
 468-9728
 1962 Genuine Parts Co 488-3482
 1970 Strathmore Products Inc paint whol
 retail 488-5401

1200 CASTELLANO DAN USED CARS
 475-7201
 1233 EMPIRE DONUT SHOP DONUT SHOP
 GR5-3474
 1241 HARLEY'S RESTR 478-9592
 1251 VACANT
 1306 NY CZ VICTORIA MRS • GR6-7157
 NY CZ VICTOR AUTO REPR GR6-7157
 1335 SEDGWICK ATLANTIC STATION GAS
 STA GR8-9698
 ---WEST GENESEE INTERSECTS
 ---WEST HIAWATHA BLVD ENDS
 1720 WISNIEWSKI JOHN W • H08-6564
 1750 KARPINSKI CHESTER L • HU8-7835
 1762 SCHULTZ ARTH A • 468-6055
 1770 WAFER WM O •
 1772 WILBUR ROBT C COPPER MECH •
 H08-2686
 1776 KWASNIAK JOHN •
 1800 VACANT
 1900 GASS EDW JR • H08-6687
 1904 GASS ADAM F • HU8-7362
 PALUTYS HARRIET MRS H08-2657
 1908 PERRICONE JOSEPH J • H08-2818
 1919 BAFUS HAROLD 488-2538
 WIERZBICKI JOSEPH HU8-7115
 1925 ALBINO LOUIS WHOL POULTRY
 HU8-8191
 1927 PERRICONE GROCERY HU8-7062
 ---EMERSON AV INTERSECTS

---ULSTER BEGINS
 1409 ALEXANDER FRANK B GR5-1997
 ---SCHUYLER BEGINS
 1620 VACANT
 ---HAMILTON INTERSECTS

 ---ZIP CODE 13204
 1701 VACANT
 1705 REGAL HOME IMPROVEMENT CONTR
 ROOFING & SIDING 468-1122
 ---WEST GENESEE INTERSECTS
 1802 LAY-RITE LINOLEUM & TILE CO
 472-6872
 1804 DAVIDSON ROSE B MRS
 VACANT
 VACANT
 VACANT
 1801 F T & D PARKING LOT
 1817 WARREN GARAGE HO8-9750
 1837 ONONDAGA POTTERY CO (COOPER
 SHOP)
 1841 ONONDAGA POTTERY CO RETAIL
 CHINA HU8-6611
 1855 JAMES RESTAURANT HU8-4231
 STAVROPOLOUS JAMES • HU8-4231
 1857 HILL GRACE V MRS
 TINY'S BARBER SHOP

48

1858 SYRACUSE CHINA CORP MFG CHINA
 HO8-1681
 1859 ERVIN CLARANCE HU8-9775
 ---SCHOOL BEGINS
 1901 BILL & GEN'S ANTIQUE SHOP
 468-9705
 RIBLET WM • 468-9705
 1903 VACANT
 VACANT
 1905 VACANT
 1907 GOOLEY WM F & SONS INC PLMB
 488-6411
 1909 PETERS FRANCIS
 BOMYEA JOHN
 VACANT
 1911 VACANT
 1913 WARSAW JOHN K 468-5536
 1915 VACANT
 VACANT
 1917 VACANT
 1917½ RILEY DAVID D 488-9674
 1919 CLAFFEY WM J 488-9815
 1921 SKILLET RESTAURANT RESTR
 HO8-9748
 GOODWIN HILDA E MRS • HO8-9748
 1931 DIAMOND TAVERN RESTAURANT
 468-9747
 KURLA JOHN B
 1937 SENECA GRAPHIC INC • 468-3049
 1939 VACANT
 KOEGEL ANNA MRS
 1941 ROBERTS FRANCES M 468-4412
 1943 VACANT
 1945 SAWYER ROBT 488-1573
 1947 A-A OPEN HOUSE HO8-9804
 1951 TIPPERARY HILL POST NO 1361
 (AMERICAN LEGION) CLUB
 HO8-9728
 1962 GENUINE PARTS CO 488-3482
 1970 DEAN MATERIALS & SUPPLY CORP
 STRATHMORE PRODUCTS INC PAINT
 RETAIL 488-5401

1136 RUSSO AUGUST AUTO SALES USED
CARS GR6-5183
WESTVALE MOTORS GR5-9707
1151 WARD QUONSET GARDEN STORE
GARDEN SUPS GR8-8039
1200 CASTELLANO DAN USED CARS
475-3685
1233 EMPIRE DONUT SHOP DONUT SHOP
GR5-9292

1251 KLABEN USED CARS 472-9633
1261 DELL'S FRUIT BASKET
1306 NYCZ VICTORIA MRS • GR6-7157
NYCZ VICTOR AUTO REPR GR6-7157
1313 VACANT
1335 SEDGWICK ATLANTIC STATION GAS
STA GR9-8698
---WEST GENESEE INTERSECTS
---WEST HIAWATHA BLVD ENDS
1720 WISNIEWSKI JOHN W H08-6564
1750 KARPINSKI CHESTER L •
1762 SCHULTZ ARTH A • H08-6305
1770 WAFER WM O •
1772 WILBUR ROBT C • H08-2686
1776 KWASNIAK JOHN •
1800 SPECTOR'S AUTO PARTS CORP
HU8-7311
1900 GASS EDW J JR • H08-6687
1904 GASS ADAM F • HU8-7362
PALUTYS HARRIET MRS H08-2657
1908 PERRICONE JOSEPH J • H08-2818
1919 BAFUS HAROLD
WIERZBICKI JOSEPH HU8-7115
1925 ALBINO LOUIS WHOL POULTRY
HU8-8191
1927 PERRICONE GROCERY
---EMERSON AV INTERSECTS

---ULSTER BEGINS
 1409 ALEXANDER FRANK B ROOFING &
 SIDING GR5-1997
 ---SCHUYLER BEGINS
 1620 GLEN ALDEN FUEL SALES INC WHOL
 HUB-5446
 REPUBLIC COAL AND COKE CO WHOL
 488-5225
 ---HAMILTON INTERSECTS
 1701 ACTION TV CO 488-6101
 1705 VACANT

 ---WEST GENESEE INTERSECTS 48
 1802 SCHENLEY'S DISPLAY WAREHOUSE
 1804 DAVIDSON ROSE B MRS
 LIND HARRY
 ESSELSTINE WM H JR
 KENNEDY MAE MRS HUB-6084
 1810 VACANT
 1817 WARREN GARAGE HOB-9750
 1837 ONONDAGA POTTERY CO (COOPER
 SHOP)
 1841 ONONDAGA POTTERY CO RETAIL
 CHINA HUB-6611
 1855 JAMES RESTAURANT HUB-4231
 STAVROPOLOUS JAMES • HUB-4231
 1857 HILL GRACE V MRS •
 TINY'S BARBER SHOP
 1858 ONONDAGA POTTERY CO MFGRS
 CHINA HOB-1681
 1859 SHULER HARRY M 488-3846
 ---SCHOOL BEGINS
 1901 MANWARING F W CO CHINA RET
 HUB-6011
 1903 PAPE THOMAS JR
 1905 MICHAEL'S PACKING STGE
 1907 GOOLEY WM F & SONS PLMB
 HUB-6411
 1911 VACANT
 KITCHEN MARILYN MRS
 PICCIANO CHARLOTTE MRS NURSE
 488-9012
 1913 LINCOLN IRENE MRS 488-8016
 1915 DECARR MARGT L MRS
 VACANT
 1917 KING MARGT MRS 468-0867
 JENNINGS GRACE MRS HOB-3377
 1917½ VACANT
 NO RETURN
 1919 PARKS VERA C MRS 468-6150
 1929 SKILLET RESTAURANT RESTR
 HOB-9748
 1929½ GOODWIN HILDA E MRS • HOB-9748
 1931 DIAMOND TAVERN RESTR HOB-9747
 1937 GWILT WM
 1939 RUSHLO DELBERT
 ROCK FLORENCE E MRS 488-3061
 1941 ZIEMBA EDW A
 1943 VACANT
 1945 SAWYER ROBT
 1947 ALCOHOLICS ANONYMOUS HOB-9804
 1951 TIPPERARY HILL POST NO 1361
 (AMERICAN LEGION) CLUB
 HOB-9728
 1962 GENUINE PARTS CO 488-3482
 1970 STRATHMORE PRODUCTS INC PAINT
 MFRS 488-5401

1151 Ward Feed Stores Inc ΔGR8-8036
 1233 Rob-El Diner ΔGR5-8659
 1251 Ray's Auto Sales ΔGR5-1338
 1259 Syracuse Door Closers Sls & Serv
 ΔGR8-2714
 1261 Jack's Collision Service ΔGR5-5940
 1306 Nycz Victoria Mrs © ΔGR6-7157
 1313 Atlantic Diner ΔGR8-9482
 1335 Sedgwick Floyd G gas sta
 ΔGR8-9698

W Genesee st crosses
W Hiawatha blvd ends
 1720 Wisniewski John W ΔHO8-6564
 1750 Karpinski Chester L ©
 1762 Schultz Arth A © ΔHO8-6305
 1770 Wafer Wm O
 1772 Wilbur Robt C © ΔHO8-2686
 1776 Kwasniak John ©
 1900 Gass Edw jr © ΔHO8-6687
 1904 Gass Adm F 1 ΔHU8-7362
 Palutys Peter 2 ΔHO8-2657
 1908 Perricone Jos J © ΔHO8-2818
 0000 Spector's Auto Parts Corp
 ΔHU8-7311
 1919 Mahyna Marjorie Mrs 1
 ΔHO8-6366
 Wierzbicki Jos 2 ΔHU8-7105
 1925 Albino Louis whol poultry
 1927 Perricone Fredk gro and meats
 ΔHU8-7062

Emerson av crosses

1333 Vacant store
Ulster st begins
 1409 Alexander Frank B © contr h
 ΔGR5-1997
Schuyler st ends
 1620 Blue Coal Corp ΔHU8-5446
Hamilton st crosses
 1701 Waddy's Toy Shop toys and games
 ΔHU8-6961
 1705 Waddy's Sport Shop ΔHU8-6961
W Genesee st crosses
 1800 Vacant store
 1804 Davidson Rose B Mrs 1
 Lind Harry 1
 Kennedy May Mrs 2 ΔHU8-6064
 Murphy Josephine Mrs 2
 1811 Storage 1
 Hawn Delton C 2 ΔHU8-5145
 1813 Andy's genl contr doors & sidings
 1817 Warren's Serv Sta ΔHO8-9750
 1837 Onondaga Pottery Co cooper shop
 1841 Onondaga Pottery Co retail china
 store ΔHU8-6611
 1855 James Restr ΔHU8-4231
 Strawroplus Jas 2 ΔHU8-4231
 1857 Hill's Barber Shop
 Hill Grace M Mrs 2
 1858 Onondaga Pottery Co ΔHO8-1681
 1859 Allen Willard D 2 ΔHU8-8921
School st begins
 1901 Manwaring F W Co china ΔHU8-6011
 1903 Bellefeuille Marion 1
 Patchett John 2
 Punch Howard 3
 Allen Chas S 6
 1905 Michael's Packing Co spaghetti sauce
 and cheese ΔHU8-6511
 1907 Gooley Wm F & Sons plmbs
 ΔHU8-6411
 1909 Reynolds Roy H 2 ΔHO8-0646
 1911 Evenden Harry
 Bertolini Richd 2
 1913 Bisick John ΔHU8-5159
 1915 Hepfner Angie Mrs 1
 Gibbons Mary A Mrs 2
 1917 Martin Wilfred I
 Jennings Grace 2
 1917½ Vacant 1
 Sawyer Jas 2 ΔHU8-6288
 1919 Taddeo Frank © ΔHU8-6009
 1921 Skillet Restr The ΔHO8-9748
 Goodwin Edw I 2 ΔHU8-5339
 1931 Diamond Tavern restr ΔHO8-9747
 1935 Ryan Chas J real est ΔHU8-6261
 1937 Garrison Fred B 1
 1939 Guilbeau Leo O 2 ΔHU8-6449
 Storage 3
 1943 Barbecue Products ΔGR6-7438
 1945 Storage
 Bomyea Acil J 2 ΔHU8-8550
 1947 Open House Alcoholics Anonymous
 1951 Tipperary Hill Post No 1361
 (American Legion) ΔHO8-9728
 1970 Strathmore Products Inc paints
 ΔHU8-5401

cars
 1151 ΔWard Feed Stores Inc
 1225 Vacant store
 1251 Lemmy's Auto Sales used
 cars
 1259 ΔCushman Motor Sales
 motor scooters
 1306 ΔNyez Victoria Mrs ©
 1313 ΔAtlantic Diner
 1335 ΔSedgwick Floyd G gas sta
W Genesee st crosses
W Hiawatha blvd ends
 1720 ΔWisniewski Anna Mrs ©
 1750 Vacant
 1762 ΔSchultz Arth A ©
 1768 Vacant
 1770 ΔBurdick Chas F ©
 1772 ΔWilbur Robt C ©
 Kwasnik John J
 ©
 1900 ΔGass Edw jr ©
 1904 ΔGass Adam T—1
 Palutys Peter—2
 1908 ΔPerricone Jos J ©
 0000 ΔSpector's Auto Parts Corp
 1919 Mahyna Wallace F—1
 ΔWierzbicki Jos—2
 1925 Vacant store
 1927 ΔPerricone Fredk gro and
 meats
Emerson av crosses

Ulster st begins 10
 1409△Alexander Frank
 1411 Vacant
 1413 Masso Ida M ◎
Schuyler st ends
 9
 1620△Delaware Lackawanna &
 Western Coal Co The
Hamilton st crosses
 1701△Waddy's Toy Shop toys
 and games
 1703 Kowalka Albert—2
 Kelly Myron—2
 Bedell Frank J—2
 1705△Waddy's Sport Shop
 1709 Vacant
W Genesee st crosses
 1800△Walsh Tom Liquors
 1804 Davidson Rose B Mrs—1
 Favolo Virginia Mrs—1
 △Williams Mayme Mrs—2
 △Kennedy May Mrs
 1811 Murphy Fannie—2
 1817△West End Oil & Grease
 Station
 1837 Onondaga Pottery Co
 1841△Onondaga Pottery Co
 1855△Strawroplus Jas restr h ◎
 1856△Onondaga Pottery Co
 1857△Hill Edw barber—1
 Hill Edw—2
 1859 Allen Willard D—2
School st begins
 1901△Manwaring F W Co china
 1903 Lemieux Edmond J—1
 △Flanagan Angelina Mrs—2
 △Smith Arth W—3
 MacDonald Don A—4
 Houcharuk Peter—5
 1905 Michael's Merchandise Co
 1907△Gooley Wm F & Sons
 plmbrs
 1909△Meeder Vernon S—2
 △Clisson Margt Mrs—2
 1911 Evenden Harry
 1913△Bissock John
 1915 Hepfner Angie Mrs—1
 △Melchhoff Leon—2
 1917 Henchen Geo R—1
 △Kolinski Ida—2
 1917½△Marino Anthony—1
 Michaels Margt T Mrs—2
 1919△Taddeo Frank ◎
 1921△Latour L Geo—1
 △Mattice Howard K—2
 Lower Donald—2
 1929 Vacant—2
 1931△Diamond Tavern restr
 1935△Ryan Chas J real est
 1937 Garrison Fred B—1
 1939△Garrison Ralph S—2
 △Woodcock Raymond—2
 Vacant—3
 1943 Vacant
 1945 Vacant store
 △Strodel Jacob B—2
 Guilbeau Leo O—3
 1947 Vacant
 1951△American Legion Post No
 1361 Tipperary Hill
 1970△Haverly Electric Co Inc
 milk cooler
 △Strathmore Products Inc
 paints

1133△Lake Auto Electric Service
 1151△Ward Feed Stores
 1245△Castle's Used Cars
Liberty st begins
Wall st begins
 1306 Nye Michl ◎
 1313△Atlantic Diner
 1335△Sedgwick Floyd G gas sta
W Genesee st crosses
W Hiawatha blvd ends
 0000 Wisniewski Anna Mrs ◎
 1750 Jasinski Sarah Mrs
 1762△Burdick Chas
 1768△Daignault Edw L auto
 repr h
 1770 Kline Chas
 Clement Paul
 1772 Vacant
 0000 Kwasmik John J
 1900 Gass Edw ◎
 1904△Gass Adam—1 ◎
 Gass Edw jr—2
 1908△Perricone Jos J ◎
 0000△Spector's Auto Parts Corp
 1919 Mahyna Wallace F—1
 △Weirzbicki Jos—2
 1925△Czachowski Martin V
 gro and meats
 1927△Perricone Fredk gro and
 meats
Emerson av crosses

1409△Alexander Frank garage
 1411 Dunn Wm
 1413 Masso Ida M ⊙
Schuyler st ends
 1620△Delaware Lackawanna &
 Western Coal Co The ⊙
Hamilton st crosses
 1701 Kelley Myron W shtmtlwr
 ⊙
 1703 Kelley Myron W—2 ⊙
 1705△Waddy's Sports Shop
 1709 Vacant
W Genesee st crosses
 1800△Walsh Tom Liquors
 1804 McLean Claude R—1
 Blumrich Edgar G
 Williams Mayme Mrs—2
 △Kennedy Mary Mrs
 1810△Cotswold Comfortable Co
 bedding mfrs
 1811 Murphy Fannie—2
 1817△West Enr' Oil & Grease
 Station
 1837 Onondaga Pottery Co
 1841△Onondaga Pottery Co
 1855△Strawroplus Jas restr h ⊙
 1856△Onondaga Pottery Co
 1857△Hill Edw barber—1
 △Hill Edw—2
 1859 Allen Willard D—2
School st begins
 1901△Manwaring F W Co china
 1903 Andrews Paul—2
 △Durisek Geo—2
 1905 Vacant
 1907△Gooley Wm F & Sons
 plmbrs
 1909△Meeder Vernon S—2
 △Dunn Nellie Mrs
 1911 Evenden Harry
 1913 Fraser Rose A Mrs
 1915△Gidney Chas H
 1917△Guilbeau Leo O
 1917△Fraisler Chas F
 1919 Cornish Harold F
 1921△Royal Manor Restaurant
 △Kuryla John B ptr and
 dec h ⊙
 △Kuryla John B—2 ⊙
 1931△ElChico Restaurant
 1935△Ryan Chas J real est
 1937 Garrison Fred B—1
 1939 Garrison Ralph S—2
 Menges Aug C—2
 Vacant—3
 1943 Vacant
 1945 Finn John—2
 △Ferans Arth—3
 1947 Vacant
 1951△Tipperary Hill, American
 Legion Post No 1361
 1970△Haverly Electric Co Inc
 milk cooler
 △Schuler Food Warehouse
 △Strathmore Products Inc
paints

Wall st begins
 1306 Nycz Michl ⊙
W Genesee st crosses
W Hiawatha blvd ends
 0000 Texaco Service Station
 0000 Wisniewski Anna Mrs ⊙
 0000 Jasinski Frank
 1762 Chappell Victor J
 0000 Earls Wm
 1770 Kline Chas
 0000 Marchik Peter
 0000 Kwasnik John J
 1772 Vacant
 1900 Gass Edwd
 1904 Gass Adam—1 ⊙
 Gass Edw jr—2
 1908 Vacant
 1909 Spector's Auto Parts Corp
 1919 Verbick Geo—1
 Gemma Domonick J—2
 1925 Tuchewicz Geo W gro
 1927 Perricone Mary Mrs gro
Emerson av crosses

1335 Vacant
 Ulster st ends
 1409 Alexander Emory ©
 1411 Vacant
 1413 Masso Ida M ©
 Schuyler st ends
 1620 Delaware Lackawanna &
 Western Coal Co The ©
 Hamilton st crosses
 1701 Kelley Myron W shtmtlwkr
 ©

1703 Kelley Myron W—2 ©
 1705 Syracuse Herald-Journal
 1709 Ward Joseph H & Son
 flour and feed
 W Genesee st crosses
 1800 Walsh Thos P liquors
 1804 Howe D Glenn—1
 Rlumrich Edgar G
 Collester Allen A—2
 Kennedy May Mrs
 1810 Cotswold Comfortable Co
 bedding mfrs ©
 1811 Murphy Fannie—2
 1817 West End Oil & Grease
 Station
 1823 Vacant
 1837 Onondaga Pottery Co
 1841 Onondaga Pottery Co
 1853 No Return
 1835 Strawroplusz Jas restr h
 1856 Onondaga Pottery Co
 1857 Hill Edw barber—1
 Hill Edw—2
 1859 Allen Willard D—2
 1861 Vacant
 School st begins
 1901 Manwaring F W Co china
 1903 Vacant
 1905 Vacant
 1907 Gooley Wm F & Sons
 plmbrs
 1909 Meeder Vernon—2
 Dunn Nellie Mrs
 1911 Paolina John—1
 1913 Fraser D
 1915 Beach Martin C
 1917 Mitchell Martin
 1917 1/2 Fraiser Chas F
 1919 Cornish Harold F
 1921 Senior Benj
 1923 Turner Alice Mrs
 1929 Vacant
 1935 Ryan Chas J real est
 1937 Vacant
 1939 Shuba Anthony—2
 Peters Clarence E—2
 Vacant—3
 1941 Vacant
 1943 Corron Wm M—2
 1945 **KINCAID BLOCK**
 Garrison Fred W—2
 Vacant—3
 1947 Vacant
 1951 Onondaga Pottery Athletic
 Club House
 Onondaga Potters Club
 1962 Klock E M & Sons lumber
 1970 Schuler Potato Chip &
 Pretzel Co

900 **Wall st begins**
 Fay Foundry Inc
 Syracuse Chill and Die
 Foundry
 1306 Nye Michl
W Genesee st crosses
 0000 Wisniewski Mary Mrs
 0000 Jasinski Frank
 0000 Buono Anna Mrs
 0000 Vacant
 0000 Kline Chas
 0000 Kwasnik John
W Hiawatha blvd ends
 1900 Gass Edwd
 1904 Gass Adam—1 ☉
 McVicker Wm—2
 1908 Vacant
 1919 Verbick Geo—1
 Gemma Domanick J—2
 1925 Tuchewicz Geo W gro
 1927 Perricone Anthony gro
Emerson st crosses

Ulster st ends
 1409 Alexander Emory ☉
 1411 Burgun Frank
 1413 Masso Ida M ☉
Schuyler st ends
 1620 Delaware Lackawanna &
 Western Coal Co The ☉
Hamilton st crosses
 1701 Kelley Myron W shtmtlwr
 ☉
 Papworth Clifford C gro
 1703 Kelley Myron W ☉
 1705 Syracuse Journal
 1709 Ward Joseph H & Son
 flour and feed
W Genesee st crosses
 1800 LaCombe Camille barber
 1804 Howe D Glenn—1
 Blumrich Edgar G
 Collester Albin B—2
 Kennedy May Mrs
 1810 Cotswold Comfortable Co
 bedding mfrs ☉
 1811 Vacant
 1817 West End Oil & Grease
 Station
 1823 Vacant
 1837 Onondaga Pottery Co
 1841 Newton Arthur W—1
 Lillenthal Minnie Mrs—2
 1853 Stawroplusz Jas restr
 1855 Stawroplusz Jas
 1856 Onondaga Pottery Co
 1857 Hill Edwd barber h—1
 Vacant—2
 1859 Allen Willard D—2
 1861 Vacant
School st begins
 1901 Onondaga Pottery Co retail
 salesroom
 1903 Knapp's Hall
 Wyman Livingston S—2
 1905 Same as 1901 do
 1907 Gooley Malachi J shtmtlwr
 1909 Hart Chas F—2
 1911 Gooley Wm F plmbr
 1913 Jones David C
 1915 Battles Cecil
 1917 Mitchell Martin
 1917 1/2 Fraiser Chas F
 1919 Adams Willis
 1921 Senior Benj
 1923 Wolson Isaac B tailor
 1929 Vacant store
 Vacant—2
 1931 Vacant
 1935 Ryan Chas J real est
 1937 McRorie Wm H vending
 machines—1
 1939 Austin Egbert G—2
 Shuba Anthony
 Vacant—3
 1941 Adolph Heating Co
 1945 **KINCAID BLOCK**
 Halicki John—2
 Vacant—3
 1947 Vacant
 ☉
 1951 Onondaga Pottery Athletic
 Club House
 Onondaga Potters Club
 1962 Klock E M & Sons lumber

844 Lynch John M
 846 Castleman Jos B
 848 Krzyzak Mary Mrs
 Liberty st begins
 850 Ryan John J gasoline
 W Genesee st crosses
 900 Fay Foundry Inc
 922 Castleman Bert E
 924 Podolak Wladyslaw
 1306 Nye Michl
 1900 Gass Edwd
 1904 Kondratourez John
 1908 Perricone Anthony confr
 1919 Verbick Geo
 Cosgrove Anna Mrs
 1925 Tuchewicz Geo W gro
 1927 Sobieski Grocery & Meat
 Market Co Inc
 Emerson av crosses

Gypsum Raymond F
 1409 Vacant store
 Alexander Emory
 1411 Gladys John E
 1413 Masso Ida M
 1620 Delaware Lackawanna &
 Western Coal Co The
 Hamilton st crosses
 1701 Kelley Myron W shtmtlwr
 1703 Kelley Myron W
 1705 Syracuse Journal branch
 1709 Ward Jos H flour and feed
 W Genesee st crosses
 1800 LaCombe Camille barber
 1804 Howe D Glenn
 Blumrich Edgar G
 Kennedy Mae A Mrs
 Collester Allen B
 1810 Cotswold Comfortable Co
 bedding mfrs
 1811 Vacant
 1817 West End Oil & Grease
 Station
 1823 Beach Victor T blksmth
 1837 Onondaga Pottery Co cooper
 shop
 1841 Lillienthal Peter
 Tabor Wm F
 1853 Stawroplusz Jas restr
 1855 Stawroplusz Jas
 1856 Onondaga Pottery Co
 1857 Menzler Wm J barber
 1859 Allen Willard D
 1861 Vacant
 School st begins
 1901 Onondaga Pottery Co retail
 salesroom
 1903 Knapp's Hall
 Wyman L'oyd S
 1907 Gooley Malachi J shtmtlwr
 1909 Vacant
 1911 Gooley Wm F plmbr
 1913 Kline Edwd
 1915 Vacant
 1917 Vacant
 1917 1/2 Fraiser Chas F
 1919 Anson Chas
 1921 McCarthy Effie M Mrs
 lodging house
 1923 Wolson Isaac B tailor
 1929 Fedasz Viktoriya Mrs soft
 drinks
 1931 Fedasz Viktoriya Mrs

1934

WEST FAYETTE STREET - B

SOURCE: SAMPSON-MURDOCK

1935 McKinley Bros undtkrs
1937 Vacant
1939 Eames Mary
1941-1943 Vacant
1945 Kincaid Block
Halicki John
1947 Halicki Josephine Mrs restr
1951 Onondaga Pottery Athletic
Club House
1962 Klock E M & Sons lumber

1930

ERIE BOULEVARD W

SOURCE: SAMPSON-MURDOCK

NO LISTINGS IN RANGE

1409 Vacant store
Nelson Lillian L Mrs
1411 Barkley Alger G
1413 Masso Ida M

Ulster St crosses

Schuyler St crosses

Hamilton St crosses

1620 D L & W Coal Co The

1701 Genesee Tire Hospital
Kelley Myron W tinsmith
1703 Kelley Myron W
1705 Syracuse Journal branch
1709 Ward Joseph H flour and feed

West Genesee St crosses

1800 LaCombe Frank barber

1804 Hadfield Alfred
Blumrich Edgar G
Kennedy Mae A Mrs
Colleston Allen B

1810 Cotswold Comfortable Co
bedding mfrs

1817 West End Oil & Grease Station

1823 Davis Isaac C blacksmith

1837 Onondaga Pottery Co storehouse

1841 Lillenthal Peter
Tabor William F

1853 Stavupowlos James restaurant

1855 Stavupowlos James

1856 Onondaga Pottery Co

1857 Menzler William J barber

1859 Allen Willard D

1861 Hoyle Hardware Co

School St begins

1901 Vacant

1903 Knapp's Hall

Maccabee's

Modern Woodmen of America

1905 Vacant

1909 Holden Palmer A

Lascaris Louis

1911 Gooley Malachi J tinsmith

Gooley William F plumber

1913 Conklin Eugene

1915 Neuser Frank C

1917 Rompf John F

1917½ Fraiser Charles F

1919 Palermo Thomas E

1921 McCarthy Arthur

1923 Wolson Isaac B tailor

1929 Fedasz John soft drinks

1931 Fedasz John

1935 McKinley Bros undertakers

1937 Peiffer Anthony shoe repr

1939 Eames Mary

1941 Bendixen Peck Cigar Co

1945 Kincaid Block

Rausa Gerald

1947 Schultz Henry soft drinks

1951 Onondaga Pottery Athletic
Club House

1962 Klock E M & Sons lumber

Appendix B

Client / User Questionnaire

Client User Questionnaire

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the Client / User must provide the following information (if available) to C&S Engineers, Inc. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete.

- (1) Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25). Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law? Yes No

Explain: _____

- (2) Activity and land use limitations (AULs) that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26). Are you aware of any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law? Yes No

Explain: _____

- (3) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28). As the user of this Phase I Environmental Site Assessment, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business? Yes No

Explain: *Not sure. I was the CEO of Strothmann, but do not have a strong, working knowledge of chemicals. My main focus was financial reporting and company management.*

- (4) Relationship of the purchase to the fair market value of the property if it were not contaminated (40 CFR 312.29). Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered if the lower purchase price is because contamination is known or believed to be present at the property? Yes No

Explain: *N/A. No price established currently. Two real estate development groups interested - nothing in writing as of yet.*

Client User Questionnaire

- (5) Commonly known or reasonably ascertainable information about the property (40 CFR 312.30). Are you aware of commonly known or reasonably ascertainable information about the property that would help C&S Engineers, Inc. to identify conditions indicative of releases or threatened releases? For example:

- (a) Do you know of the past uses of the property? YES NO

Explain: To an extent - paint mfg. from 1946 to 2016. Haverly Milk Coolers shared building to approx. 1955. Fire engine mfg. in building prior to 1946 - time unknown. Jail prior to that.

- (a) Do you know of specific chemicals that are present or that were once present at the property? YES NO

Explain: Building empty now. 98% of paint made in building was acrylic latex house paint and industrial primers/topcoats.

- (b) Do you know of spills or other chemical releases that have taken place at the property? YES NO

Explain: 10/27/09. Approx. 750 gallons of acrylic latex spilled from a burst pipe. Ran out of building into storm drain. Treatment plant notified - no fines or citations issued. MSDS info. given to treatment plant personnel.

- (c) Do you know of any environmental cleanups that have taken place at the property? YES NO

Explain: Four underground tanks filled in with k-crete in mid 80's. Tanks hadn't been used since approx. 1966. Syracuse Fire Dept. oversee operation.

- (6) The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31). As the user of this Phase I Environmental Site Assessment, based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of contamination at the property.

YES NO

Explain: Paint/latex residue evident in factory space along with filling room beneath it. We are 98% certain this is non-haz material.

Questionnaire Completed By:

Eric T. Burn
Print Name

[Signature]
Signature

12/5/18
Date

Appendix C

Site Photographs



View of the exterior of the Subject Structure, facing northwest.



View along the northern side of the “metal building”.



Northerly view of the loading dock area on the east side of the Subject Property. A gasoline UST, heating oil UST, and multi-compartment chemical UST are closed in place in this area.



Southerly view of the loading dock area on the east side of the Subject Property.



View of the location of the closed in place gasoline UST on the west side of the Subject Structure.



View of the hydraulic loading dock.



View of the hydraulic loading dock tank.



View of the boiler.



View of the former fuel oil supply and return piping at the boiler.



Typical view in the basement.



View of the former toluene AST saddles.



Typical view of paint coated basement flooring.



View of oil floor staining at a former air compressor.



View of oil floor staining at an existing air compressor.





View inside the “metal building”.



View of typical office.

1970 W. Fayette

Legend

-  1970 W Fayette St
-  Strathmore Products Inc

**East Side - Loading Docks
Per Phase 1, Closed in Place:
1,000-2,000 gal gasoline UST
2,000-5,000 gal heating oil UST
15,000 gal UST (xylene, toluene, Aromatic 100)**

Verbally communicated to us that old gasoline tank was under the upper portion of the loading dock. Was stated to have been flushed and filled. Unable to access this upper area with geoprobe while we were on site.

Vents visible just north of parking lot.

Nothing mentioned in Phase 1 regarding North lot

NORTH LOT

SB-4

SB-3

SB-5/6/7/8

SB-9

SB-10

SB-11

**South End -
Former lumber
yard, coal
storage and
NAPA location**

 1970 W Fayette St
SB-2

SB-1

**West Parking Lot Per
Phase 1 Closed in place:
1,000 to 2,000 gallon
gasoline UST
Fire mapping says it was just
south of the meal bldg.**

1970 W. Fayette Street, Syracuse NY
PID FIELD SCREENING (ppm)

JOB# 20-0064

DATE: 7/2/20

	0-5ft	5-10ft	10-15ft	15-20ft	20-25FT
SB-1	0.0	0.0	1.9		
SB-2	3.3	0.5	0.0		
SB-3	135	^{5-7' black} 0.0	^{7-10' brown} 0.0		
SB-4	0.0	0.0			
SB-5	0.0				
SB-6	0.1				
SB-7	0.0				
SB-8	0.0				
SB-9	0.0	0.0			
SB-10	0.0	0.0			
SB-11	0.0				
SB-12					

NOTES:

SB-1

SB-2

SB-3

SB-4 Stopped at 16' because PID read 0.0 5-10 ~~was~~ BS was 135

SB-5

SB-6

SB-7

SB-8

SB-9 Refusal at 9' because of wood

SB-10 Refusal at 9' concrete

SB-11 Refusal at 3' concrete

SB-12

SUMMARY



Phase I Environmental Site Assessment

1970 West Fayette Street

Prepared for:
Fayette Street Coatings, Inc.

Prepared by:



C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212



January 2019

**Phase I Environmental Site Assessment
1970 West Fayette Street
January 2019**

EXECUTIVE SUMMARY

At the request of Fayette Street Coatings, Inc., C&S Engineers, Inc. (C&S) has completed this Phase I Environmental Site Assessment report of the City of Syracuse Tax Map ID Nos. 112.-25-01.0, 112.-25-02.0, 112.-25-03.0, 112.-25-04.0, and 111.-10-04.2, which are located at multiple addresses, the primary being 1970 West Fayette Street. The Subject Property is 1.37 acres and is reportedly owned by Strathmore Products Inc.

The Subject Property contains an approximate 50,000 square foot industrial building constructed in 1885.

The observations made during C&S's December 7, 2018 site reconnaissance are included in following sections of this report. The remainder of this report includes information collected from various federal, state and local agencies and reasonably ascertainable historical records such as tax records, aerial photographs, and topographic maps.

Based on the results of this Phase I ESA, the following findings and opinions are provided:
Findings and Opinion:

- The Subject Property consists of City of Syracuse Tax Map ID No.(s) 112.-25-01.0, 112.-25-02.0, 112.-25-03.0, 112.-25-04.0, and 111.-10-04.2, which are located at multiple addresses, the primary being 1970 West Fayette Street. The Subject Property is 1.37 acres and is reportedly owned by Strathmore Products Inc. The Subject Property contains an approximate 50,000 square foot industrial building, loading docks, and parking lots.
- The Subject Structure was constructed in 1885. Based on the historical documents reviewed, the original occupants are not known, but over the years, the Subject Property has been occupied by Papworth Mail Order Company, potato chip warehousing, Haverly Electric Company, carpet cleaning business, Dean Materials Supply Company, and Strathmore Products. According to Strathmore Products personnel, the Subject Structure was used in the early 20th century as a jail and for the manufacturing of fire trucks. A large coal pile was located on the southern portion of the Subject Property in the 1950s. Generally historical surrounding land use has been commercial or industrial in nature.
- Review of the environmental database report did not include listings that are indicative of a Recognized Environmental Condition or vapor encroachment concerns with respect to the Subject Property.
- Four petroleum and chemical USTs were closed in place at the Subject Property in the mid-1980s. the USTs included:
 - Two 1,000 to 2,000-gallon USTs that formerly contained gasoline. One is located along the east side of the Subject Structure at the loading docks and the other is located along the west side of the Subject Structure in the asphalt parking lot. Evidence of the tanks such as fill or vent pipes were not identified. However, their locations were identified by Strathmore Products personnel at the time of the site reconnaissance. A gasoline tank is shown on the 1953 to 1990 fire insurance maps, and is believed to be the gasoline UST located along the east side of the Subject Structure.

- One 15,000-gallon UST with three compartments that historically held xylene, toluene, and Aromatic 100. The UST is located along the east side of the Subject Structure at the loading docks. The vent and fill pipes were observed in the fence line.

- One 2,000 to 5,000-gallon UST holding No.4 heating oil. The UST is located along the east side of the Subject Structure at the loading docks. Evidence of the tank such as fill or vent pipes were not identified. However, their locations were identified by Strathmore Products personnel at the time of the site reconnaissance. Mr. Bockus indicated that the fire department was involved in the tank closures and that each tank was emptied, cleaned, and subsequently filled with sand or concrete. Documentation regarding their proper closure was not provided by Strathmore Products or the NYSDEC. A response from the Syracuse Fire Department is pending. Therefore, the USTs are considered Recognized Environmental Conditions.

- Strathmore products personnel indicated that a spill of 730 gallons of latex paint occurred on October 27, 2009. The spill originated from a broken pipe associated with a 6,500-gallon plastic AST located in the metal building. The spill generally discharged to the sanitary sewer system. According to the NYSDEC Online Spill database, the spill was closed the same day it was reported. Therefore, the spill is considered a Historical Recognized Environmental Condition.

- The paint manufacturing process has resulted in the spillage of paints to the basement floor. The types and amount of paint spilled, as well as the construction and condition of the underlying floor is unknown. Therefore, the spillage of product from the historical utilization of the Subject Property for paint manufacturing is considered a Recognized Environmental Condition.

- In the northern portion of the basement is an air compressor and location of a former air compressor. The concrete floor at the locations of both compressors is oil stained. A 55-gallon drum of used oil is located adjacent to one of the compressors. The oil stained floors are located adjacent to exterior doors and oil absorbing booms have been placed along the insides of the doors. It does not appear that the releases have escaped the building. However, this could not be confirmed due to a snow cover. If the spill is contained on the concrete floor, this condition is considered de minimus.

1.0 INTRODUCTION

1.1. Purpose and Scope of Services

The work conducted in the process of this Phase I ESA was completed consistent with the applicable guidelines developed in the American Society of Testing Materials (ASTM) Standard E 1527-13. The purpose of this Phase I ESA is to help establish the innocent landowner defense to identify potential environmental issues which may affect future development of the Subject Property. As such, this practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability: that is, the practice that constitutes "all appropriate inquiry into previous ownership and uses of the property consistent with good commercial or customary practice as defined at 42 U.S.C. 9601(35) (B)." This Phase I ESA will evaluate whether current or historical activities on or adjacent to the Subject Property may have resulted in contamination by hazardous materials and/or petroleum products, which is subsequently referred to in this report as an REC. Specifically, the purpose of a Phase I Environmental Site Assessment is to identify:

- Possible environmental contaminants;

- The proximity of sensitive receptors;
- Past and present uses on or adjacent to the Subject Property that may be a Recognized Environmental Condition;
- Hazardous material and waste storage or disposal practices.

It is our understanding that Fayette Street Coatings, Inc. requires a Phase I ESA for the Subject Property for the purpose of environmental due diligence.

The scope of services for this Phase I ESA included the following tasks:

- Review of the current and past uses of the Subject Property;
- Review of environmental studies/data readily available for the Subject Property;
- Site inspection;
- Review of state and federal databases;
- Evaluation of the potential environmental impact of adjacent properties on the Subject Property; and
- Interview with state / local agencies and site owner and / or manager, as available.

The scope of services for the Phase I ESA was described in our agreement with Fayette Street Coatings, Inc., signed and dated December 5, 2018.

1.2. Limitations and Exceptions

C&S has prepared this Phase I ESA consistent with the contract scope of services, using reasonable efforts to identify areas of potential liability associated with RECs at the Subject Property. The conclusions in this report were based solely on a visual review of the site and on readily available records, interviews, and other secondary sources as cited within this report. C&S has made no independent investigation of the accuracy of these secondary sources and has assumed them to be accurate and complete. C&S does not warrant the accuracy or completeness of the information provided by the secondary sources. C&S does not warrant that contamination that may exist on the site has been discovered, that the site is suitable for any particular purpose, or that the site is clean or free of liability. Phase I Environmental Site Assessments are not meant to be exhaustive in research. Additionally, no environmental site assessment can wholly eliminate uncertainty regarding the potential for "Recognized Environmental Conditions" in connection with a property.

Consistent with ASTM E 1527-13, the following items are beyond the scope of Phase I Environmental Site Assessments:

- Asbestos Containing Materials
- Industrial Hygiene
- Health and Safety
- Ecological Resources
- Endangered Species
- Indoor Air Quality (unrelated to releases of hazardous substances or petroleum products into the environment)
- Biological Agents

- Mold
- Radon
- Lead-Based Paint
- Lead in Drinking Water
- Wetlands
- Regulatory Compliance
- Cultural and Historical Resources

1.3. Special Terms and Conditions

The agreement between C&S and Fayette Street Coatings, Inc., did not include special terms or conditions that would alter the scope and /or effectiveness of ASTM E 1527-13.

2.0 SITE DESCRIPTION

2.1. Location, Use, and Legal Description

The Subject Property consists of City of Syracuse Tax Map ID No.(s) 112.-25-01.0, 112.-25-02.0, 112.-25-03.0, 112.-25-04.0, and 111.-10-04.2, which are located at multiple addresses, the primary being 1970 West Fayette Street. The Subject Property is 1.37 acres and is reportedly owned by Strathmore Products Inc. The Subject Property contains an approximate 50,000 square foot industrial building constructed in 1885, loading docks, and parking lots. Further information concerning existing site conditions is summarized in Section 6.

The approximate location of the Subject Property is depicted on a 7.5 Minute USGS Topographic Quadrangle as well as on an aerial photograph, which are provided in the **Figures** section of this report.

Subject Property

Parcel Tax ID No., Address, Size(acres), Structures, Owner

112.-25-01.0	1515 Erie Boulevard W.	0.45	None	- Strathmore Products Inc.
112.-25-02.0	1501 Erie Boulevard W.	0.13	None	- Strathmore Products Inc.
112.-25-03.0	1499 Erie Boulevard W.	0.04	None	- Strathmore Products Inc.
112.-25-04.0	1970 Fayette Street W.	0.37	Industrial Building	- Strathmore Products Inc.
111.-10-04.2	1950 Fayette Street W.	0.38	None	- Strathmore Products Inc.

2.2. Description of Site Improvements and Utilities

A description of the Subject Property site improvements and features are summarized in the following tables:

Table 2-2 Site Structures, Building Size (ft²), Stories, Constructed, Current Use

Strathmore Paints 50,000 SF 1885 Vacant

* – The information obtained for the completion of this table was obtained from County tax records.

Table 2-3

Structure, Features, Building Heat Source, AC Source, Construction

Strathmore Paints

Natural gas steam boiler

UNK

Stone / masonry foundation; brick facade; wood and vinyl flooring, and wood panel / sheetrock / plaster / walls and ceilings

* – The information obtained for the completion of this table was obtained from County tax records and site reconnaissance.

The following utilities are available in the vicinity of the Subject Property:

- Electric: National Grid
- Natural Gas: National Grid
- Sanitary Sewer: Onondaga County Department of Water Environment Protection
- Potable Water: Onondaga County Water Authority

2.3. Current Uses of Adjoining Properties

The Subject Property is located in an urban setting. At the time of the site reconnaissance of the Subject Property, the lands which adjoin the Subject Property were viewed from the property line and roadways. The following table provides a summary of land uses and features observed.

Table 2-4

Adjacent Land Use, Direction Land Use

North Commercial (Car Dealerships)
 South Commercial, Industrial, Vacant, Forested, etc.
 East Commercial (Jehovah's Witnesses)
 West Commercial (Bars/Taverns)

8.3. Site Reconnaissance Summary

The following bullets provide additional detail regarding the significant items noted during the site reconnaissance.

- The building is presently vacant. Within the building is the former paint sale retail storefront, a research and development lab, offices, utility areas, and manufacturing areas. The floor surfaces where paints were handled /manufactured (basement and first floor) are generally covered with a trace to possible an inch or more of dried paint.
- The building is heated with a large 1940s vintage natural gas boiler. The boiler was originally coal fired and later converted to no. 4 oil. The oil supply / return piping is still visible. There are four 5-gallon jugs of boiler treatment chemicals near the boiler. They were in good condition with no evidence of leaks. There were a small number of consumer sized containers of spray paint, hydraulic oil, and bee spray in the boiler room as well.
- There is a large hydraulic powered lift in the eastern portion of the building. The lift was used to move materials between the loading dock and building. An approximate 50 to 75 gallon aboveground hydraulic tank is associated with the lift. The tank and visible portions of the piping appear to be in good condition with no leaks evident.
- In the northern portion of the basement are a pair of concrete block saddles associated with a former 1,000-gallon toluene AST. The tank was never used by Strathmore and is believed to have been taken out of service in the 1960s. There was no evidence of spills associated with this former AST.
- Also in the northern portion of the basement is an air compressor and location of a former air compressor. The concrete floor at the locations of both compressors is oil stained. A 55-gallon drum of used oil is located adjacent to one of the compressors.
- A metal building adjoins the northern portion of the main structure. This building most recently contained a 6,500-gallon latex paint AST and was used for the storage of drummed

paints and solvents. The concrete floor of the building has a perimeter berm. Except for the northern interior, no evidence of spills was noted. The northern interior was the location of the spill of 730 gallons of latex paint in 2009. The concrete floor in that area has a coating of dried paint. Evidence of the spill outside of the building was not evident.

- As previously discussed, the Subject Property includes four petroleum and chemical USTs, which were closed in place (see Section 7).

- There are two utility poles located along West Fayette Street, both of which contain three transformers. The transformers appear to be in good condition.

8.3.1. Site Reconnaissance Observations Conclusion

In our opinion, based on the reconnaissance of the Subject Property, visual evidence of a Recognized Environmental Condition includes the four USTs closed in place and paint spills in the basement. The oil stains at the air compressors are considered a de minimus condition.

9.0 FINDINGS & OPINION

C&S Engineers, Inc. completed this Phase I Environmental Site Assessment consistent with the scope and limitations of ASTM E 1527-13. Based on information gathered during the course of this Phase I Environmental Site Assessment of the Subject Property, including a database search report, the site reconnaissance, and interviews documented in this report, the following has been identified:

1. The Subject Property consists of City of Syracuse Tax Map ID No.(s) 112.-25-01.0, 112.-25-02.0, 112.-25-03.0, 112.-25-04.0, and 111.-10-04.2, which are located at multiple addresses, the primary being 1970 West Fayette Street. The Subject Property is 1.37 acres and is reportedly owned by Strathmore Products Inc. The Subject Property contains an approximate 50,000 square foot industrial building.
2. The Subject Structure was constructed some time before 1892. Based on the historical documents reviewed, the original occupants are not known, but over the years, the Subject Property has been occupied by Papworth Mail Order Company, potato chip warehousing, Haverly Electric Company, carpet cleaning business, Dean Materials Supply Company, and Strathmore Products. According to Strathmore Products personnel, the Subject Structure was used in the early 20th century as a jail and for the manufacturing of fire trucks. A large coal pile was located on the southern portion of the Subject Property in the 1950s. Generally historical surrounding land use has been commercial or industrial in nature.
3. Review of the environmental database report did not include listings that are indicative of a Recognized Environmental Condition or vapor encroachment concern with respect to the Subject Property.
4. Four petroleum and chemical USTs were closed in place at the Subject Property in the mid-1980s. the USTs included:
 - a. Two 1,000 to 2,000-gallon USTs that formerly contained gasoline. One is located along the east side of the Subject Structure at the loading docks and the other is located along the west side of the Subject Structure in the asphalt parking lot. Evidence of the tanks such as fill or vent pipes were not identified. However, their locations were identified by Strathmore Products personnel at the time of the site reconnaissance. A gasoline tank is shown on the 1953 to 1990 fire insurance maps, and is believed to be the gasoline UST located along the east side of the Subject Structure.
 - b. One 15,000-gallon UST with three compartments that historically held xylene, toluene, and Aromatic 100. The UST is located along the east side of the Subject

Structure at the loading docks. The vent and fill pipes were observed in the fence line.

- c. One 2,000 to 5,000-gallon UST holding No.4 heating oil. The UST is located along the east side of the Subject Structure at the loading docks. Evidence of the tank such as fill or vent pipes were not identified. However, their locations were identified by Strathmore Products personnel at the time of the site reconnaissance. Mr. Bockus indicated that the fire department was involved in the tank closures and that each tank was emptied, cleaned, and subsequently filled with sand or concrete. Documentation regarding their proper closure was not provided by Strathmore Products or the NYSDEC. A response from the Syracuse Fire Department is pending. Therefore, the USTs are considered Recognized Environmental Conditions.

5. Strathmore products personnel indicated that a spill of 730 gallons of latex paint occurred on October 27, 2009. The spill originated from a broken pipe associated with a 6,500-gallon plastic AST located in the metal building. The spill generally discharged to the sanitary sewer system. According to the NYSDEC Online Spill database, the spill was closed the same day it was reported. Therefore, the spill is considered a Historical Recognized Environmental Condition.

6. The paint manufacturing process has resulted in the spillage of paints to the basement floor. The types and amount of paint spilled, as well as the construction and condition of the underlying floor is unknown. Therefore, the spillage of product from the historical utilization of the Subject Property for paint manufacturing is considered a Recognized Environmental Condition.

7. In the northern portion of the basement is an air compressor and location of a former air compressor. The concrete floor at the locations of both compressors is oil stained. A 55-gallon drum of used oil is located adjacent to one of the compressors. The oil stained floors are located adjacent to exterior doors and oil absorbing booms have been placed along the insides of the doors. It does not appear that the releases have escaped the building. However, this could not be confirmed due to a snow cover. If the spill is contained on the concrete floor, this condition is considered de minimus.

10.0 CONCLUSION

C&S Engineers, Inc. completed this Phase I Environmental Site Assessment consistent with the scope and limitations of ASTM E 1527-13 on the Subject Property identified on various figures located at the rear of this report. Any exceptions or deletions from ASTM E 1527-13 are described in Section 1. In our opinion, this assessment has revealed no evidence of a Recognized Environmental Conditions except for:

- Four petroleum and chemical USTs closed in place in the mid-1980s.
- Historical utilization of the Subject Property for paint manufacturing.

11.0 DATA FAILURE

ASTM 1527-13 defines a data failure as a failure to achieve the historical research objectives of all appropriate inquiry even after reviewing the standard historical sources that are reasonably ascertainable and likely to be useful. Specifically, the historical research objectives include identifying all obvious uses of the Subject Property from the present, back to the Subject Property's first developed use, or back to 1940, whichever is earlier. Data failure was not encountered during this assessment.

12.0 DATA GAPS

A data gap is a lack or inability to obtain information required despite good faith efforts by the environmental professional to gather such information. Data gaps may result from incompleteness in any of the activities required, including but not limited to site reconnaissance and interviews. During the course of this Phase I Environmental Site Assessment, it is our opinion that there were no significant data gaps that impaired our ability to formulate opinions in this report.

13.0 REFERENCES

American Society of Testing Materials (ASTM) E 1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*.
United States Geologic Survey (USGS) Syracuse West, New York Quadrangle as located within a private collection retained by C&S Engineers, Inc.
Surficial Geologic Map, Finger Lakes Sheet, compiled by Ernest H. Muller and Donald Caldwell, New York State Museum – Geological Survey dated 1986.
Geologic Map of New York State, Finger Lakes Sheet, compiled by L.V. Richard and Donald W. Fisher, New York State Museum and Science Service, 1979.



LIMITED UNDERGROUND STORAGE TANK INVESTIGATION

NYSDEC Spill #20-07192

Former Strathmore Paints

1970 West Fayette Street
Syracuse, New York

November 24, 2020

Prepared by:

Asbestos and Environmental Consulting Corporation
6308 Fly Road
East Syracuse, New York 13057

Prepared for:

Fayette Street Coatings, LLC
1705 Atlantic Avenue
Sullivan's Island, SC 29482

LIMITED UNDERGROUND STORAGE TANK INVESTIGATION
Former Strathmore Paints, 1970 West Fayette Street, Syracuse, New York

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ATTACHMENT C PHOTO LOG
ATTACHMENT C DAILY SITE LOGS AND TEST PIT LOGS
ATTACHMENT E LABORATORY ANALYSIS REPORT

COMMON ACRONYMS / ABBREVIATIONS

AAI – All Appropriate Inquiries
ACM – Asbestos-Containing Material
AST – Aboveground Storage Tank
ASTM – American Society for Testing Materials International
BER – Business Environmental Risk
bgs – Below Ground Surface
CERCLA – Comprehensive Environmental Response, Compensation, and Liability Act
CFR – Code of Federal Regulations
CP-51 – (NYSDEC) Commissioner’s Policy #51 (for Soil Cleanup Guidance)
CREC – Controlled Recognized Environmental Condition
DEC – Department of Environmental Conservation
DO – Dissolved Oxygen
EDR – Environmental Data Resources (Company)
EPA – Environmental Protection Agency
ESA – Environmental Site Assessment
FOIA/FOIL – Freedom of Information Act/Law
GIS – Geographic Information Systems
GWS – Groundwater Standard
HREC – Historical Recognized Environmental Condition
L – Liter
LSI – Limited Subsurface Investigation
LBP – Lead-Based Paint
N/A – Not Applicable
NRCS – Natural Resource Conservation Service
NYSDEC – New York State Department of Environmental Conservation
PAH – Polycyclic Aromatic Hydrocarbons
PAHs - Polynuclear Aromatic Hydrocarbons (specific subset of SVOCs)
PCB – Poly-Chlorinated Biphenyl
PCE – Common abbreviation of Tetrachloroethene
PERC - Common abbreviation/nickname of Tetrachloroethene
pCi/L – Picocuries per Liter
pH – Unit-less measure of Acidity (Scale of 0 to 14, a pH of 7 is ‘neutral’)
PID – Photoionization Detector
ppb – Parts Per Billion
ppm – Parts Per Million
RCRA – Resource Conservation and Recovery Act
REC – Recognized Environmental Condition
RSCO – Restricted Soil Cleanup Objective
SCO – Soil Cleanup Objective
SVOC – Semi-Volatile Organic Compound
TOGS – Technical & Operational Guidance Series 1.1.1 (NYSDEC)
USDA – United States Department of Agriculture
USEPA – United States Environmental Protection Agency
USGS – United States Geological Survey
UST – Underground Storage Tank
VOC – Volatile Organic Compound

LIMITED UNDERGROUND STORAGE TANK INVESTIGATION
Former Strathmore Paints, 1970 West Fayette Street, Syracuse, New York

1.0 INTRODUCTION

The Asbestos & Environmental Consulting Corporation (AECC) performed a Limited Underground Storage Tank (UST) Investigation at former Strathmore Paints facility located at 1970 West Fayette Street in the City of Syracuse, New York. The parcel is depicted on the attached Figure 1 – Test Pit Location Plan. AECC performed this work under contract to the site owner, Fayette Street Coatings, LLC. The site is currently a vacant warehouse.

1.1 PURPOSE

This investigation was requested by the Owner in preparation for the potential sale of the property. The purpose of this investigation was to determine if USTs exist in locations shown on historical Sanborn fire insurance maps, and if so:

- whether the USTs are empty, contain product or a product/water mix, or were closed-in-place with sand, flowable fill, or other inert material
- if contaminated soils exist along the sides of the USTs

1.2 PROJECT HISTORY

A Phase I Environmental Site Assessment (Phase I ESA) was performed at the subject property by C&S Engineers, Inc. (C&S) in January 2019. The Phase I ESA report concluded:

- *The structure, located on the Site, was constructed some time before 1892. Based on the historical documents reviewed, the original occupants are not known, but over the years, the Site has been occupied by Papworth Mail Order Company, potato chip warehousing, Haverly Electric Company, carpet cleaning business, Dean Materials Supply Company, and Strathmore Products. According to Strathmore Products personnel, the structure was also used in the early 20th century as a jail and for the manufacturing of fire trucks. A large coal pile was located on the southern portion of the subject property in the 1950s. Generally, historical surrounding land use has been commercial or industrial in nature.*
- *Four (4) petroleum and chemical underground storage tanks (USTs) were closed in place at the Site in the mid-1980s. The USTs included:*
 - *Two (2) 1,000 to 2,000-gallon USTs that formerly contained gasoline, with one (1) of these USTs being located along the eastern side of the structure (at the loading docks) and the other being located along the western side of the structure (in the asphalt parking lot). Evidence of the USTs, such as fill or vent pipes, were not identified. However, their locations were identified by Strathmore Products personnel at the time of the site reconnaissance. A tank, shown on the 1953 to 1990 fire insurance maps and believed to be one of the gasoline USTs, is located along the eastern side of the structure.*
 - *One (1) 15,000-gallon UST with three (3) compartments that historically held xylene, toluene, and Aromatic 100. The UST is located along the eastern side of the structure at the loading docks. The vent and fill pipes were observed within the fence line.*

LIMITED UNDERGROUND STORAGE TANK INVESTIGATION
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- *One (1) 2,000-to-5,000-gallon UST holding No.4 heating oil. The UST is located is located along the eastern side of the structure at the loading docks. Evidence of the tank, such as fill or vent pipes, were not identified. However, their locations were identified by Strathmore Products personnel at the time of the site reconnaissance.*

Mr. Bockus indicated that the fire department was involved in the tank closures and that each tank was emptied, cleaned, and subsequently filled with sand or concrete. Documentation regarding their proper closure was not provided by Strathmore Products or the New York State Department of Environmental Conservation (NYSDEC). A response from the Syracuse Fire Department is still pending. Therefore, the USTs are considered Recognized Environmental Conditions (RECs).

- *The paint manufacturing process has resulted in the spillage of paints to the basement floor. The types and amount of paint spilled, as well as the construction and condition of the underlying floor is unknown. Therefore, the spillage of product from the historical utilization of the Site for paint manufacturing is considered a REC.*

On July 2, 2020, Paragon Environmental Construction, Inc. (Paragon) performed a limited drilling and soil screening investigation at the Site. A total of 11 borings were advanced from 5-to-15 feet below ground surface (bgs). An elevated PID reading of 135 ppmv was detected at SB-3 (0-5'), located in the southern portion of the north lot. PID readings for the remaining borings ranged from 0.0 to 3.3 ppmv. Of particular note, borings in the eastern loading dock area were only advanced to 5-feet bgs, and Paragon was not able to access the upper portion of the loading dock where a gasoline UST is reportedly located. The boring locations and screening results are depicted on the attached Figure P - Paragon Boring Location Plan.

1.3 LIMITATIONS AND STANDARD OF CARE

This report has been prepared on behalf of, and for the exclusive use of Fayette Street Coatings, LLC, for the stated purpose(s) and location(s) identified in this Report. This report is not intended to be used or relied upon in connection with other projects or by other unidentified third parties. The use of this report by any undesignated third party or parties will be at such party's sole risk, and AECC and Fayette Street Coatings, LLC disclaim liability for any such third party use or reliance.

Our findings and conclusions are based on information obtained from on-site field investigation and analytical services performed under the contract, in the location and depths the samples were obtained. This Limited Underground Storage Tank Investigation was performed in accordance with the Scope of Services, as reflected in our proposal dated September 18, 2020.

Our services were performed in a manner consistent with generally accepted practices of environmental consulting services undertaken for a Limited Underground Storage Tank Investigation for the property location and based on readily available information about the property. Our services were performed using the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services, at the same time, under similar conditions, at the same or a similar property. No warranty, expressed or implied, is made.

Specifically, we do not and cannot represent that the site contains no hazardous material, oil, or other latent condition beyond what was encountered and evaluated by our investigation.

2.0 INVESTIGATION METHODOLOGY

The following activities were conducted at the Site during the investigation.

2.1 GEOPHYSICAL SURVEY

AECC hired a subcontractor (New York Leak Detection, Inc.) to perform a geophysical survey of the “front” gasoline UST area, northeast parking lot, and east loading dock area using ground penetrating radar (GPR) and other similar technologies in an effort to: 1) locate possible USTs and other anomalies, and 2) to identify and locate underground private utilities on the Site (beyond the limits of the public rights-of-way). Utilities and GPR anomalies were field-marked with flags and/or spray paint. The geophysical report is presented as Attachment A.

2.2 UST INVESTIGATION

Excavation services were provided by Paragon Environmental Construction, Inc. (Paragon). The UST investigation included the excavation of 6 test pits at the Site. Prior to excavation, Dig Safely New York was contacted by Paragon to mark public utilities at the Site.

Due to access issues at the excavation sites, the excavations were performed using a mini-excavator. Soil samples were collected within each test pit. Field examination and headspace analysis was performed using a photoionization detector (PID) on collected soils. The purpose of the headspace analysis was to screen for volatile vapors. Soil samples for laboratory analysis were collected from four of the excavations. Each of the soil samples was analyzed for:

<u>Parameter Group</u>	<u>Analytical Method</u>
VOCs (Full List)	USEPA Method 8260B
Petroleum Hydrocarbons*	Massachusetts Volatile Petroleum Hydrocarbons
SVOC (TCL)	USEPA Method 8270C
RCRA 8 Metals	USEPA Method 6010, 7470/7471 (Hg)
PCB Aroclors	USEPA Method 8082

**Note: The purpose of the Petroleum Hydrocarbon analysis was to attempt to detect hydrocarbons that may be present within the Aromatic 100 product (C9-C11 aromatic hydrocarbon and C9-10 dialkyl and trialkyl benzenes) that would not be reported as part of the 8260 / 8270 analyses.*

All soil samples were placed in coolers and transported under proper chain-of-custody to the TestAmerica Laboratories, Inc. service center in Syracuse, New York.

Groundwater sampling was not within the scope of this investigation.

3.0 FIELD OBSERVATIONS

The following section describes the field conditions observed during the completion of the investigation. Field activities were performed at the Site on October 20 and 21, 2020. Photographs taken by AECC personnel during the investigation are presented as Attachment B of this report. Daily Site Logs and Test Pit Logs are presented as Attachment C of this report.

LIMITED UNDERGROUND STORAGE TANK INVESTIGATION
Former Strathmore Paints, 1970 West Fayette Street, Syracuse, New York

3.1 GEOPHYSICAL SURVEY

The geophysical survey detected a concrete pad and an area of disturbance/debris in the general area of the “front” gasoline UST area, a large UST located near the former boiler house, and three USTs within/under the loading dock. Additional anomalies were detected near the retaining wall in the northeast parking lot. The technician stated that the anomalies appeared to be distorted USTs or drums laid on side. No anomalies were detected in the lower paved portion of the eastern loading dock area.

3.2 UST INVESTIGATION

No USTs were discovered during the investigation, except for a concrete vault encountered at location UST-5. The soil sample depths, PID headspace screening results, and general observations are summarized in the table below:

Test Pit ID	Sample Depth (bgs)	Maximum PID Response	Notable Observation(s)
UST-1A	N/A	0.0 ppmV	Alternating layers of non-native soils (gray ash, slag, brick fragments and powder, black sand, and tan sand). No odors, staining, or PID response.
UST-1B	3 – 4’	0.0 ppmV	Alternating layers of non-native soils (red, brown, and gray sand, ash, and slag). Black peat at bottom of excavation (4’ bgs). No odors, staining, or PID response.
UST-2	N/A	0.0 ppmV	Brown sandy fill with ash, sheet metal scraps, brick, cobbles, boulders, and wood. Native purplish sandy silt near bottom of excavation (5-6’ bgs). No odors, staining, or PID response.
UST-3	4 – 5’	0.8 ppmV	Homogenous tan sand “backfill”. Brown sand and gravel along north wall starting at 4.5’ bgs. Brown silt with gravel and cobbles along west wall starting at 3.5’ bgs. No odors or staining.
UST-4	5 – 6’	0.3 ppmV	Homogenous tan/brown sand “backfill”. Brown gravelly sand with glass and metal along south wall starting at 3’ bgs. Black, brown, and rusty sandy silt with strong odor starting at 5’ bgs.
UST-5	1 – 2’	29.7 ppmV	Concrete vault filled with solidified flowable fill (grout). Gasoline odor within grout and a sheen visible on the surface of the grout. No odors, staining, or PID response within adjacent soils (brown sand with glass, brick, and stone).

Note: ppmV = parts-per-million, by volume

A test pit excavated in the area of the anomalies in the northeastern parking lot revealed a galvanized drainage pipe, which is consistent with the verbal description of the anomaly given by the geophysical survey technician (distorted USTs or drums laid on side).

4.0 LABORATORY ANALYTICAL RESULTS

Soil sample analysis results were compared to the following applicable Soil Cleanup Objectives (SCOs) and Restricted SCOs (RSCOs) referenced in NYSDEC Commissioner's Policy #51 (CP-51), and/or 6 NYCRR Part 375 (Part 375):

- Unrestricted Use SCOs – A baseline level of contamination. Soils that do not present obvious indications of contamination (i.e. – staining, odors, etc.) and meet the Unrestricted Use SCOs do not have restrictions placed on them based on toxicity. Soils that present obvious indications of contamination and/or exceed the Unrestricted Use SCOs may require spill reporting and/or additional investigation or remediation.
- Restricted Residential Use RSCOs – Based on the proposed mixed commercial/residential use for the Site. Soils that do not present obvious indications of contamination (i.e. – staining, odors, etc.) and meet the Restricted Residential Use RSCOs are typically allowed on multi-tenant residential properties (within a NYSDEC program) without the need for additional investigation or remediation.
- Industrial Use RSCOs – Based on existing use/zoning of the Site. Soils that do not present obvious indications of contamination (i.e. – staining, odors, etc.) and meet the Industrial Use RSCOs are typically allowed on industrial properties (within a NYSDEC program) without the need for additional investigation or remediation.

Summary tables comparing the detected contaminant concentrations to the NYSDEC standards / guidance values are presented in the Tables section of this report. The complete laboratory analysis report is presented as Attachment D.

As noted further below, a limited number of individual compounds exceeded NYSDEC's Unrestricted Use SCO's. However, as detailed in the Summary Tables and in Attachment D, each of the exceedances are within the lower end of the same order of magnitude of the Unrestricted Use SCOs.

4.1 VOLATILE ORGANIC COMPOUNDS

No VOCs were detected in the soil samples collected from test pits UST-1B or UST-3.

The compounds 2-Butanone (Methy Ethyl Keytone; MEK) and Acetone were detected in the soil sample collected from test pit UST-4. The concentration of Acetone was above its respective Unrestricted SCO, but below its respective Restricted Residential Use RSCO; while the concentration of MEK was below its respective Unrestricted SCO.

The following compounds were detected in the soil sample collected from test pit UST-5, but at concentrations below their respective Unrestricted Use SCO:

- Ethylbenzene
- Methylcyclohexane
- Isopropylbenzene
- Toluene
- Xylenes, Total

4.2 SEMI-VOLATILE ORGANIC COMPOUNDS

No SVOCs were detected in the soil sample collected from test pit UST-1B.

Several SVOCs were detected in the soil samples collected from test pits UST-3, UST-4, and UST-5. The SVOCs detected comprise a family of compounds known as Polycyclic Aromatic Hydrocarbons (PAHs). PAHs can be associated with heavier petroleum fractions (oils) and/or the incomplete combustion of organic compounds (which often are found in poor quality fill materials).

The concentration of PAHs in soil samples collected from test pits UST-3 and UST-5 did not exceed their respective Unrestricted Use SCOs. Within the soil sample collected from test pit UST-4, two PAHs exceeded their respective Unrestricted Use SCOs, three PAHs exceeded their respective Restricted Residential Use RSCO, and one PAH [benzo(a)pyrene] exceeded its respective Industrial Use RSCO.

4.3 PCBs

PCBs were not detected the soil samples collected from test pits UST-1B, UST-3, UST-4, and UST-5.

4.4 METALS

Several metals were detected in site soils, which is typical of properties within the City of Syracuse.

Metals detected in the soil sample collected from test pit UST-1B did not exceed their respective Unrestricted Use SCOs.

Four metals (Chromium, Lead, Mercury, and Silver) detected in the soil sample collected from test pit UST-3 exceeded their respective Unrestricted Use SCOs.

Three metals (Chromium, Lead, and Mercury) detected in the soil sample collected from test pit UST-4 exceeded their respective Unrestricted Use SCOs, while Arsenic was detected at a concentration greater than its respective Industrial Use RSCO.

Lead was detected in the soil sample collected from test pit UST-5 at a concentration greater than its respective Unrestricted Use SCOs, while Arsenic was detected at a concentration greater than its respective Industrial Use RSCO.

4.5 VOLATILE PETROLEUM HYDROCARBONS

The Volatile Petroleum Hydrocarbon analysis of soils collected from UST-4 revealed a total of 0.503 ppm C5-C12 chain hydrocarbons, and Xylenes and Naphthalene were detected at concentrations below their respective Unrestricted Use SCOs. Although there are no SCOs for grouped C5-C12 chain hydrocarbons, the detected concentration is only slightly greater than the total VOCs detected by USEPA Method 8260 (0.144 ppm) and nearly two orders of magnitude less than the total SVOCs detected by USEPA Method 8270 (11.5 ppm).

Therefore, the soils collected from UST-4 do not appear to be significantly contaminated with Aromatic 100 product (C9-C11 aromatic hydrocarbon and C9-10 dialkyl and trialkyl benzenes that would not be reported as part of the 8260 / 8270 analyses).

5.0 FINDINGS AND CONCLUSIONS

Based on the conditions observed during the excavation and the subsequent laboratory analyses, AECC presents the following findings and conclusions:

Test Pit Locations UST-1A and UST-1B: The geophysical survey detected a concrete pad and an area of disturbance/debris in the general area of the “front” gasoline UST area (test pit locations UST-1A and UST-1B). Consistent with these findings, no USTs were discovered at UST-1A or UST-1B. No odors, staining, or PID response were observed at test pits UST-1A or UST-1B. It appears fill was placed in these locations (alternating layers of non-native sand, ash, and slag). Since no indications of petroleum contamination were observed at test pit UST-1A, no sample was collected. Laboratory analysis of the soil sample collected from test pit UST-1B did not reveal any metals at concentrations above Unrestricted Use SCOs; and VOCs, SVOCs, and PCBs were not detected.

Test Pit Location UST-2: Although the geophysical survey detected a large UST located near the former boiler house (test pit location UST-2), no UST was discovered in this area; and no odors, staining, or PID response were observed. It appears fill was placed in this location (sandy fill containing metal scraps, ash, and rubble). Since no indications of petroleum contamination were observed at this location, no sample was collected.

Test Pit Location UST-3: Although the geophysical survey detected a UST within/under the loading dock at this test pit location, no UST was discovered in this area. It appears that a UST had been previously removed from test pit location UST-3, and subsequently backfilled with a homogenous tan sand. No odors or staining were observed at test pit UST-3, and only a slight PID response of 0.8 ppmV was detected. Laboratory analysis of the soil sample collected from test pit UST-3 did not detect VOCs or PCBs. The concentration of SVOCs (PAHs) in soil sample collected from test pit UST-3 did not exceed their respective Unrestricted Use SCO. Chromium, Lead, Mercury, and Silver detected in the soil sample collected from test pit UST-3 exceeded their respective Unrestricted Use SCOs.

Test Pit Location UST-4: Although the geophysical survey detected a USTs within/under the loading dock at this test pit location, no UST was discovered in this area. Black staining and a strong odor was observed at the bottom of the excavation (5-6 feet bgs) of test pit UST-4. Only a slight PID response of 0.3 ppmV was detected within the stained soils, which was not surprising given the “heavy” and weathered appearance of the staining. It appears that a UST had been previously removed from this location and the “grave” backfilled with a homogenous tan sand, but contaminated soils at the bottom were left in place. Laboratory analysis of the stained soils revealed that PCBs were not detected, and the concentration of:

- Acetone exceeded its respective Unrestricted SCO
- MEK was below its respective Unrestricted SCO
- Two PAHs exceeded their respective Unrestricted Use SCOs
- Three PAHs exceeded their respective Restricted Residential Use RSCO
- Benzo(a)pyrene exceeded its respective Industrial Use RSCO
- Chromium, Lead, and Mercury exceeded their respective Unrestricted Use SCOs
- Arsenic exceeded its respective Industrial Use RSCO
- Aromatic 100 product (C5-C12 chain hydrocarbons) does not appear to be a significant contributor to the soil contamination observed at test pit location UST-4

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Test Pit Location UST-5: The geophysical survey detected a UST within/under the southern portion of the loading dock (test pit location UST-5). Consistent with these findings, a concrete vault filled with solidified flowable fill (grout) was encountered at location UST-5. The grout exhibited a gasoline odor, a surface sheen, and a PID response of 29.7 ppmV. There were no odors, staining, or PID response within adjacent soils. Based on these observations, it appears the tank was not cleaned prior to the addition of the flowable fill. Laboratory analysis of the grout material revealed that lead was detected at a concentration greater than its respective Unrestricted Use SCOs, while Arsenic was detected at a concentration greater than its respective Industrial Use RSCO. In addition, the following compounds were detected in the grout material, but at concentrations below their respective Unrestricted Use SCOs:

- Ethylbenzene
- Methylcyclohexane
- Isopropylbenzene
- Toluene
- Xylenes, Total
- Individual PAHs

Northeast Parking Lot: Additional anomalies were detected during the geophysical survey near the retaining wall in the northeast parking lot. The technician stated that the anomalies appeared to be distorted USTs or drums laid on side. An excavation in this area revealed a galvanized drainage pipe, which appears to be consistent with the finding of the geophysical survey. No samples were collected from this area.

Lower Loading Dock Area: The geophysical survey did not detect any anomalies in the lower paved portion of the eastern loading dock area. No samples were collected from this area.

Spill Reporting: Based on the observations of staining and odors at test pit UST-4, coupled with the laboratory results from this location, the NYSDEC spill hotline was called on November 10, 2020. The NYSDEC assigned Spill #20-07192 to the Site, and Chellie Norris (chellie.norris@dec.ny.gov) was designated as the Spill Manager. This report should be sent to the NYSDEC along with a request that the NYSDEC close the associated spill file due to the limited amount of contamination observed and laboratory results showing that the few number of exceedances are each within the lower end of the same order of magnitude of the Unrestricted Use SCOs.

If you should have any questions regarding the information presented in this report, please feel free to contact our corporate office (315) 432-9400 at your convenience. AECC appreciates the opportunity to work with you on this important project.

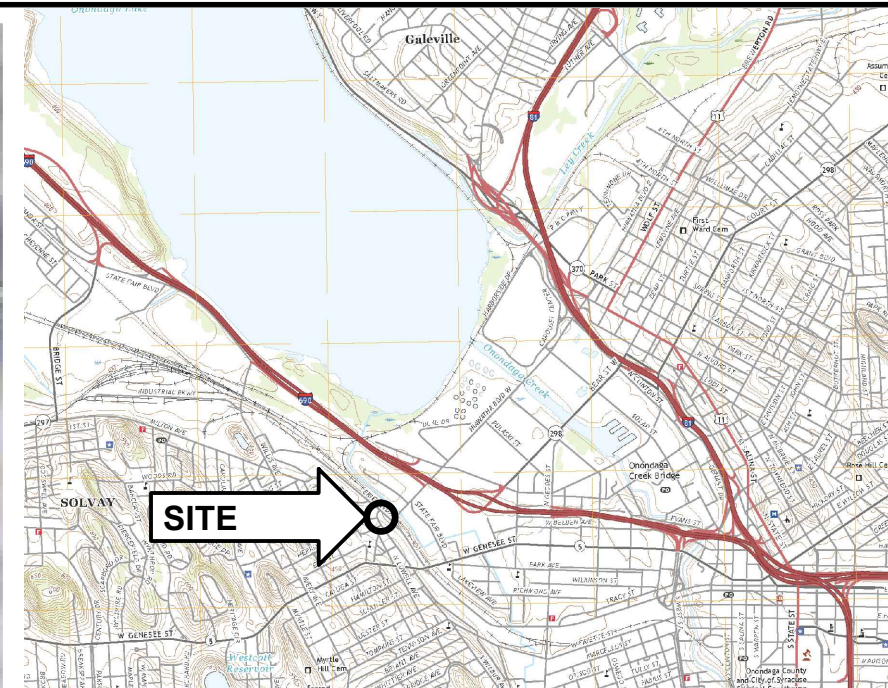
Sincerely,
Asbestos & Environmental Consulting Corporation



Richard D. McKenna
Senior Project Manager

FIGURES

Figure 1 – Test Pit Location Plan



SITE LOCATION

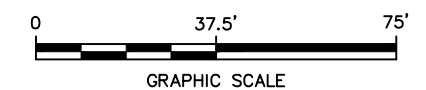


LEGEND:

----- APPROXIMATE PROPERTY LINE

NOTES:

1. AERIAL PHOTOGRAPH FROM GIS WEBSITE.
2. APPROXIMATE PROPERTY LINE BASED ON ONONDAGA COUNTY GIS MAPS.
3. ALL LOCATIONS ARE APPROXIMATE.



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East Syracuse, NY 13057

PROJECT NO.	20-180
DRAWN:	NOV. 2020
DRAWN BY:	NP
CHECKED BY:	RM

Test Pit Location Plan

Former Strathmore Paints
1970 West Fayette Street
Syracuse, New York 13204

FIGURE



TABLES

Table 1 and 2 – Soil Analysis Summaries - Hits Only

TABLE 1:

ANALYTES			SOIL CLEANUP OBJECTIVES			SAMPLE # / DATE			
Compound	CAS Number	Units	Unrestricted Use SCO	Restricted Residential Use RSCO	Industrial Use RSCO	UST-1B (3-4')	UST-3 (4-5')	UST-4 (5-6')	UST-5 (1-2')
						10/20/2020	10/20/2020	10/21/2020	10/20/2020
2-Butanone (MEK)	78-93-3	ug/Kg	120	100000	1000000	ND	ND	24 J	ND
Acetone	67-64-1	ug/Kg	50	100000	1000000	ND	ND	120	20 J
Ethylbenzene	100-41-4	ug/Kg	1000	41000	780000	ND	ND	ND	3.7 J
Isopropylbenzene	98-82-8	ug/Kg	NS	NS	NS	ND	ND	ND	2.0 J
Methylcyclohexane	108-87-2	ug/Kg	NS	NS	NS	ND	ND	ND	1.5 J
Toluene	108-88-3	ug/Kg	700	100000	1000000	ND	ND	ND	3.7 J
Xylenes, Total	1330-20-7	ug/Kg	260	100000	1000000	ND	ND	ND	25
2-Methylnaphthalene	91-57-6	ug/Kg	NS	NS	NS	ND	ND	ND	1200 J
Acenaphthene	83-32-9	ug/Kg	20000	100000	1000000	ND	30 J	ND	ND
Acenaphthylene	208-96-8	ug/Kg	100000	100000	1000000	ND	100 J	ND	ND
Anthracene	120-12-7	ug/Kg	100000	100000	1000000	ND	160 J	ND	ND
Benzo[a]anthracene	56-55-3	ug/Kg	1000 ^a	1000 ^a	11000	ND	600	1500 J	330 J
Benzo[a]pyrene	50-32-8	ug/Kg	1000 ^a	1000 ^a	1100 ^a	ND	710 F2	1900 J	400 J
Benzo[b]fluoranthene	205-99-2	ug/Kg	1000 ^a	1000 ^a	11000	ND	850 F2	2600 J	450 J
Benzo[g,h,i]perylene	191-24-2	ug/Kg	100000	100000	1000000	ND	530 F2	1000 J	300 J
Benzo[k]fluoranthene	207-08-9	ug/Kg	800 ^a	3900	110000	ND	410	970 J	ND
Carbazole	86-74-8	ug/Kg	NS	NS	NS	ND	90 J	ND	ND
Chrysene	218-01-9	ug/Kg	1000 ^a	3900	110000	ND	640	1400 J	ND
Dibenz(a,h)anthracene	53-70-3	ug/Kg	330 ^a	330 ^a	1100	ND	150 J F2	ND	ND
Dibenzofuran	132-64-9	ug/Kg	7000	59000	1000000	ND	40 J	ND	ND
Fluoranthene	206-44-0	ug/Kg	100000	100000	1000000	ND	1200	4600	510 J
Fluorene	86-73-7	ug/Kg	30000	100000	1000000	ND	48 J	ND	ND
Indeno[1,2,3-cd]pyrene	193-39-5	ug/Kg	500 ^a	500 ^a	11000	ND	450 F2	930 J	ND
Naphthalene	91-20-3	ug/Kg	12000	100000	1000000	ND	36 J	ND	ND
Phenanthrene	85-01-8	ug/Kg	100000	100000	1000000	ND	730	1200 J	660 J
Pyrene	129-00-0	ug/Kg	100000	100000	1000000	ND	1000	3200	490 J
Arsenic	7440-38-2	mg/Kg	13	16	16	4.5	7.1	23.9	16.1
Barium	7440-39-3	mg/Kg	350	400	10000	147 B ^	94.2 B ^	126 B ^	55.8 B ^
Cadmium	7440-43-9	mg/Kg	2.5	4.3	60	0.35	2.4	0.82	0.45
Chromium	7440-47-3	mg/Kg	30	180	6800	19.2	34.5	81.4	17.5
Lead	7439-92-1	mg/Kg	63	400	3900	11.9	146	361	90.7
Mercury	7439-97-6	mg/Kg	0.18	0.81	5.7	0.11	0.29	1.7	0.081
Selenium	7782-49-2	mg/Kg	3.9 ^a	180	6800	0.73 J	0.92 J	3.1 J	ND
Silver	7440-22-4	mg/Kg	2	180	6800	ND	7.0	0.35 J	0.54 J

Bold = Exceeds Unrestricted SCO

Bold + Box = Exceeds Restricted Residential RSCO

Shaded Box = Exceeds Industrial RSCO

TABLE 2:

ANALYTES		SOIL CLEANUP OBJECTIVES			SAMPLE # / DATE
Petroleum Hydrocarbon	CAS No.	Restricted Residential RSCO	Industrial RSCO	Unrestricted SCO	UST-4 10/21/20
Benzene	71-43-2	4.8	89	0.06	ND
Ethylbenzene	100-41-4	41	780	1	ND
Methyl tert-butyl ether	1634-04-4	100	1000	0.93	ND
m&p-Xylene*	17960123-1	100	1000	0.26	0.051 J
o-Xylene*	95-47-6	NS	NS	12	0.081 JB
Naphthalene	91-20-3	NS	NS	12	0.081 JB
Toluene	108-88-3	100	1000	0.7	0.048 J
C5-C8 Aliphatics (adjusted)	-	N/A	N/A	N/A	0.24 J
C9-C12 Aliphatics (adjusted)	-	N/A	N/A	N/A	ND
C5-C8 Aliphatics (unadjusted)	-	N/A	N/A	N/A	0.29 J
C9-C10 Aromatics	-	N/A	N/A	N/A	0.093 J
C9-C12 Aliphatics (unadjusted)	-	N/A	N/A	N/A	0.12 J
Volatile Petroleum Hydrocarbons (C5-		N/A	N/A	N/A	0.503

Notes:

All concentrations in milligrams per kilogram (mg/kg or approximate parts per million - ppm)

C5-C8 adjustment excludes the concentrations of targets MTBE, Benzene, and Toluene.



C9-C12 adjustment excludes concentration of C9-C10 aromatics, and targets ethylbenzene and xylenes.

ATTACHMENT A

Paragon Boring Location Plan

1970 W. Fayette

Legend

-  1970 W Fayette St
-  Strathmore Products Inc

**East Side - Loading Docks
Per Phase 1, Closed in Place:
1,000-2,000 gal gasoline UST
2,000-5,000 gal heating oil UST
15,000 gal UST (xylene, toluene, Aromatic 100)**

Verbally communicated to us that old gasoline tank was under the upper portion of the loading dock. Was stated to have been flushed and filled. Unable to access this upper area with geoprobe while we were on site.

Vents visible just north of parking lot.

Nothing mentioned in Phase 1 regarding North lot

NORTH LOT

SB-4

SB-3

SB-5/6/7/8

SB-9

SB-10

SB-11

South End -
Former lumber
yard, coal
storage and
NAPA location

1970 W Fayette St
SB-2

SB-1

West Parking Lot Per
Phase 1 Closed in place:
1,000 to 2,000 gallon
gasoline UST
Fire mapping says it was just
south of the meal bldg.

1970 W. Fayette Street, Syracuse NY
PID FIELD SCREENING (ppm)

JOB# 20-0064

DATE: 7/2/20

	0-5ft	5-10ft	10-15ft	15-20ft	20-25FT
SB-1	0.0	0.0	1.9		
SB-2	3.3	0.5	0.0		
SB-3	135	^{5-7' black} 0.0	^{7-10' brown} 0.0		
SB-4	0.0	0.0			
SB-5	0.0				
SB-6	0.1				
SB-7	0.0				
SB-8	0.0				
SB-9	0.0	0.0			
SB-10	0.0	0.0			
SB-11	0.0				
SB-12					

NOTES:

SB-1

SB-2

SB-3

SB-4 Stopped at 16' because PID read 0.0 5-10 ~~was~~ BS was 135

SB-5

SB-6

SB-7

SB-8

SB-9 Refusal at 9' because of wood

SB-10 Refusal at 9' concrete

SB-11 Refusal at 3' concrete

SB-12

ATTACHMENT B

Geophysical Survey Report

NYLD Infrastructure

NEW YORK LEAK DETECTION, INC.
PO Box 269 Jamesville, NY 13078
315-469-4601 info@nyld.com

Field Report – Utility Location

Date(s) on site: 10/12/20

Technician: Joe Goodfellow

Other Technicians on site:

Customer: Asbestos & Environmental Consulting Corp.

Site Address: Former Strathmore Paints 1970 W. Fayette St. Syracuse, NY

Contact Person: Rich McKenna

Phone: 315-345-1649

Scope of Work: Locate 4 potential UST's

Type of Service: *mark all that apply*

- | | | |
|--|--|--|
| <input type="checkbox"/> Leak Detection | <input type="checkbox"/> Comprehensive Leak Survey | <input type="checkbox"/> Pressurized Pipe Inspection |
| <input type="checkbox"/> Infrastructure Assessment | <input checked="" type="checkbox"/> Utility Location/GPR | <input type="checkbox"/> Utility Mapping/AutoCAD |
| <input type="checkbox"/> EM Survey | <input type="checkbox"/> Video Inspection | <input type="checkbox"/> Valve Exercising |

Type of Equipment Used: *mark all that apply*

- | | | |
|--|--|--|
| <input type="checkbox"/> Profiler EMP 400 | <input type="checkbox"/> RD8000 Pipe & Cable Locator | <input checked="" type="checkbox"/> MetroTech vLocPro2 |
| <input type="checkbox"/> LC2500 Leak Correlator | <input checked="" type="checkbox"/> Noggin 250 mHz | <input type="checkbox"/> PosiTector UTG G3 |
| <input type="checkbox"/> S-30 Surveyor | <input type="checkbox"/> Noggin 500 mHz | <input type="checkbox"/> Video Inspection Camera |
| <input type="checkbox"/> Sonde / Locatable Rodder | <input type="checkbox"/> Conquest 1000 mHz | <input type="checkbox"/> Helium # Bottles |
| <input type="checkbox"/> Leica Robotic Total Station | <input type="checkbox"/> Leica RTK GPS | <input type="checkbox"/> JD7 Investigator |
| <input type="checkbox"/> Valve Maintenance Trailer | <input type="checkbox"/> Thermal Imaging Camera | <input type="checkbox"/> ZCorr Data Loggers |

Marking Used: *mark all that apply*

- | | | |
|---|---|---------------------------------------|
| <input checked="" type="checkbox"/> Paint | <input checked="" type="checkbox"/> Flags | <input type="checkbox"/> Chalk/Marker |
| <input type="checkbox"/> Tape | <input type="checkbox"/> Updated Onsite Mapping | <input type="checkbox"/> Other _____ |

Site Access/Safety Training:

Expiration Date:

Ground Cover/Weather Conditions: Pavement, gravel, some dirt. Sun & clouds 60s.

Instructions from Onsite Contact: Locate UST's

Information Transfer:

In addition to this field report,
mark all that apply:

Information relayed on site to:

Called Rico McKenna

Hand drawn sketch

Maps updated onsite

Photographs

Surveyed by others

Surveyed and AutoCAD Mapping by NYLD

Notes/Testing Results:

A visual inspection was performed in the area of concern to assess for utility structures. Utilizing the MetroTech vLocPro2 in conductive, inductive and power/radio modes, located and marked out utilities as shown in the area below. Sonde/Locatable Rodder was used within applicable utilities. Additional confirmation performed with the Noggin with a 250 MHz antenna. GPR signal reception varies depending upon soil conditions. Therefore, it is utilized in combination with various other geophysical tools for the most accurate verification of known/unknown utilities and/or structures.

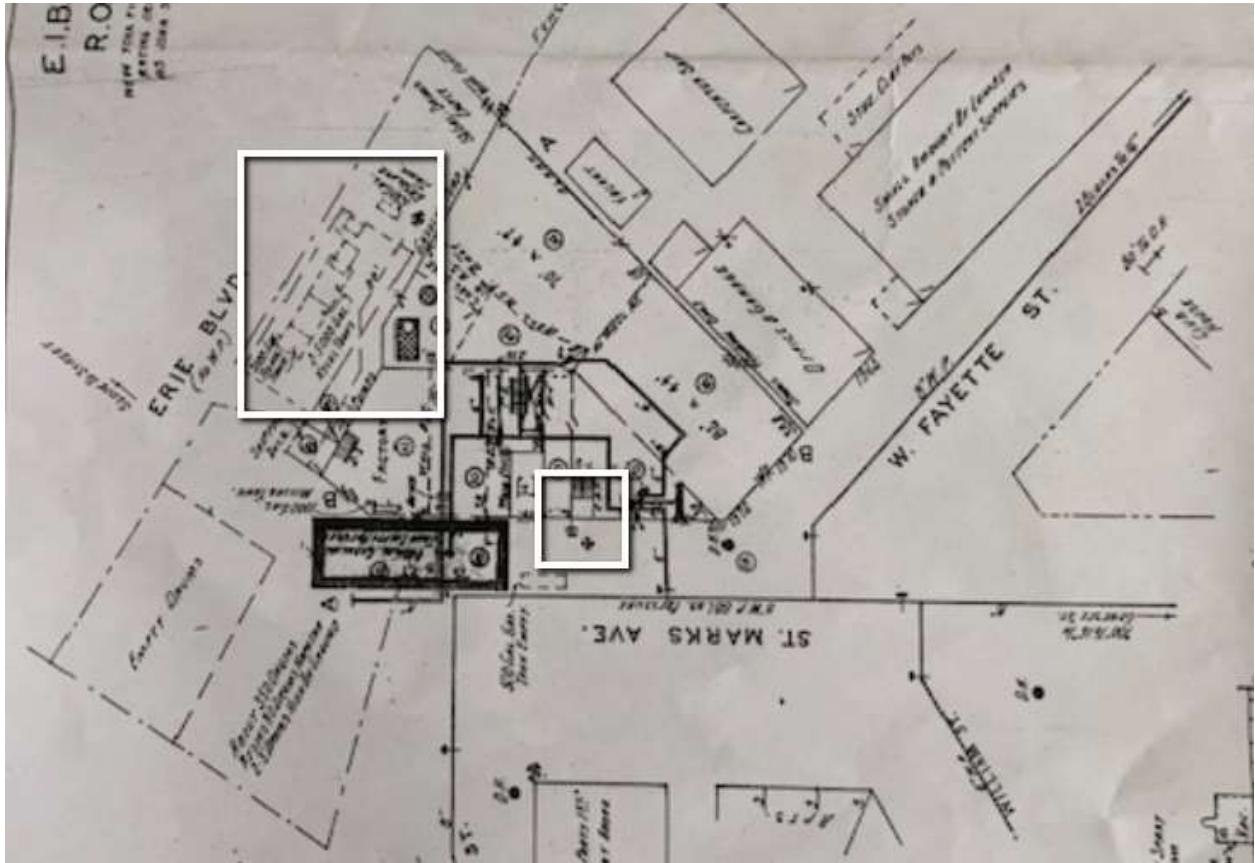
- Began at upper loading dock near entrance.
- In front of brown doorway located potential UST or pump island.
- Lower loading dock on Erie Blvd.
- Located large UST in upper hill grassy area
- Located three other UST's on loading dock.

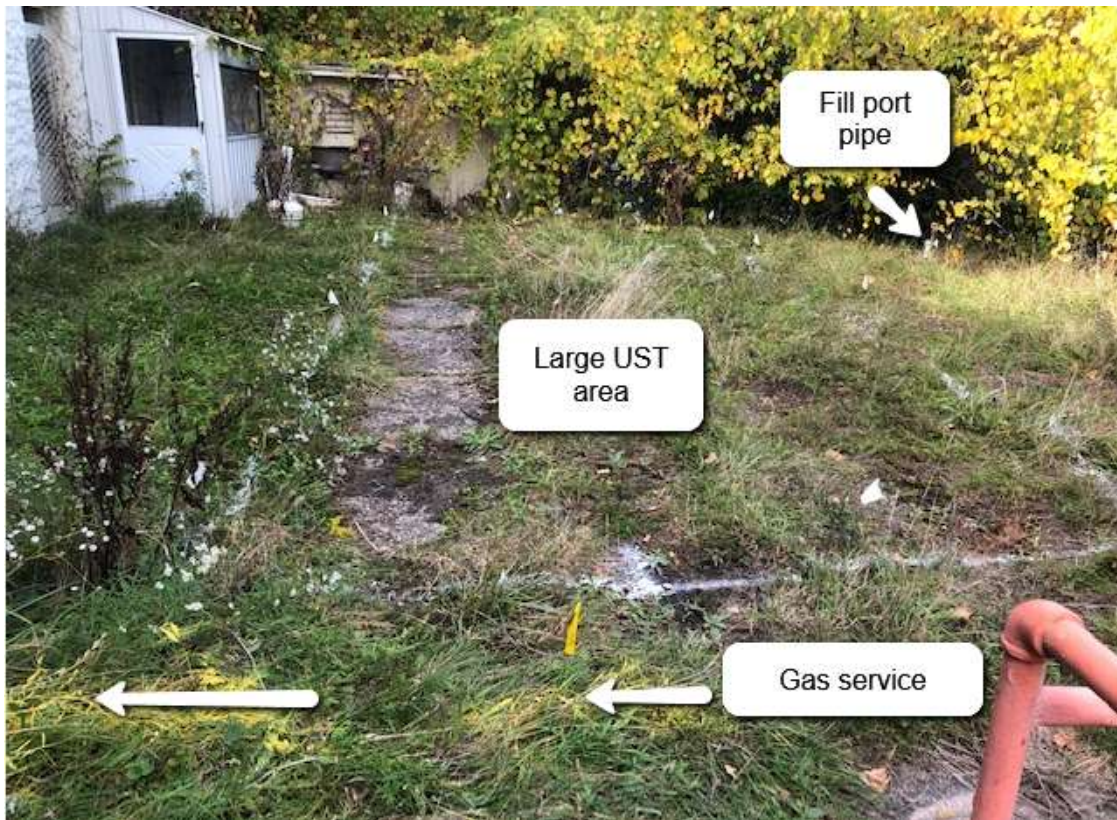
Utilities were painted in appropriate color, marked with flags and depths provided where possible.

This report is back up to information relayed and marked on site at time of service. It is for informational purposes only.

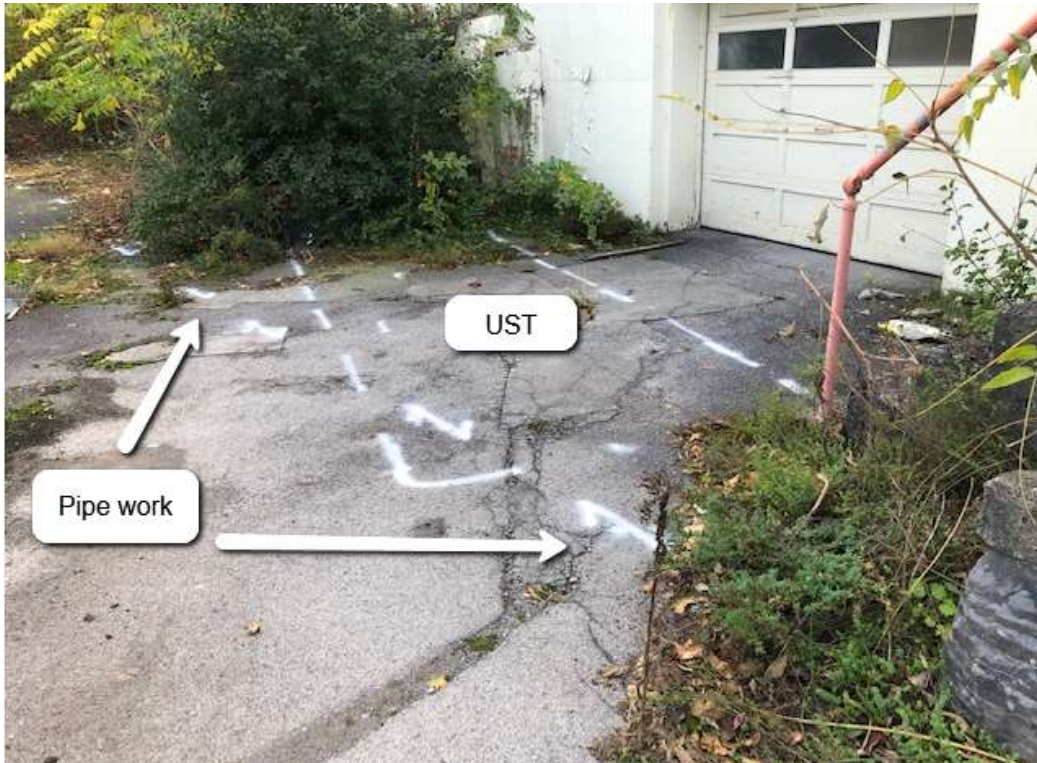
Key

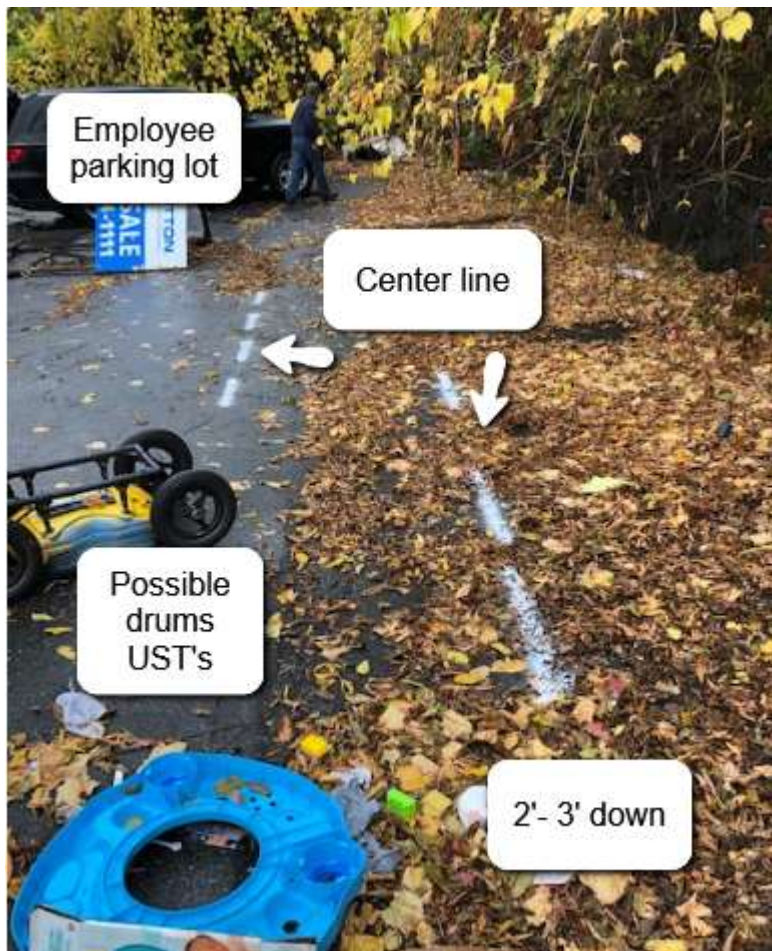
Blue	Water
Red	Power
Orange	Communications
Yellow	Gas/Flammable Fuel
White	Unknown
Green	Storm/Sanitary

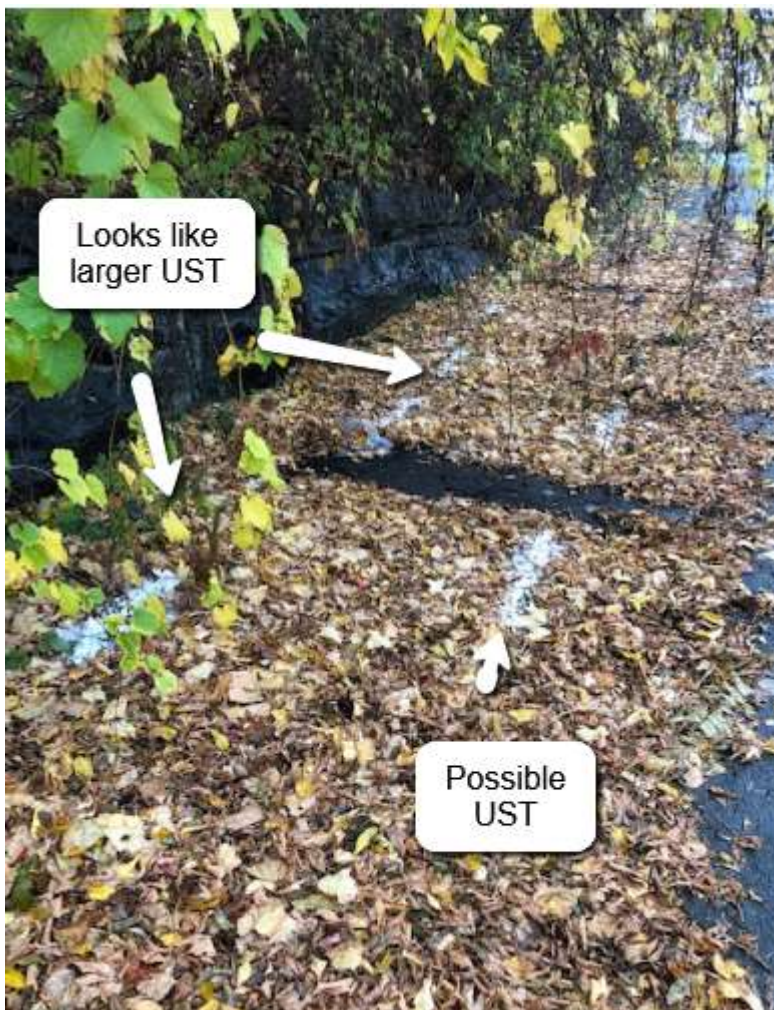


















Subsurface Limitations

Utility locating is the art and science of using non-intrusive methods to search for, find and mark out buried, unseen conduits or other objects. There are innumerable variables involved in locating underground utilities, such as topography, size and complexity of job site, depth and proximity of buried utilities, above ground obstructions, short turnaround schedules, changes in the scope of work, lack of (or outdated) blueprints and adverse weather conditions.

New York Leak Detection, Inc. (NYLD) has made a substantial financial investment in crossover technologies and training to meet our clients' needs when locating and mapping utilities. However, due to unpredictable factors that may affect the results, NYLD makes no guarantee, expressed or implied, with respect to the completeness or accuracy of the information provided. Any use or reliance on the information or opinion is at the risk of the user and NYLD shall not be liable for any damage or injury arising out of the use or misuse of the information provided.

NYLD strives to provide the highest quality utility location services possible with the technical expertise of our field specialists and state-of-the-art equipment used. Every effort is made to provide our clients with the most accurate information possible without adverse consequences.

NYLD makes no guarantee that all subsurface utilities and obstructions will be detected. GPR signal penetration might not be sufficient to detect all utilities. NYLD is not responsible for detecting subsurface utilities and obstructions that normally cannot be detected by the methods employed or that cannot be detected because of site conditions. NYLD is not responsible for maintaining mark-outs after leaving the work area. Mark-outs made in inclement weather and in high traffic areas may not last. Surveyor assumes responsibility of picking up data on site.

ATTACHMENT C

Photo Log













ATTACHMENT D

Daily Site Logs and Test Pit Logs



DAILY SITE LOG

Project No. 20-180
 Project Name: STRATHMORE USTs
 Client: FAYETTE ST COATINGs

Site Location: 1970 W FAYETTE ST
 Date: 10/20/20
 Project Manager: RDM

Field Tasks Performed: UNEARTH USTs + COLLECT SAMPLES AT SITE

AECC Rep(s). Present: RDM, DB
 Visitors to Site: SCOTT DUMAS

Environmental Agency Present? Y / (N) Name: /
 Affiliation: /

Describe Work Completed Below:

TIME	DESCRIPTION	PID READING
0755	ON SITE. MEET PARAGON.	
0805	START UST-1A. THICK ASPHALT + CONCRETE.	
0920	START UST-1B.	
1000	START UST-2. FOUND FILL PIPE EXTENDS OVER UST AREA TO BLDG. SOME SCRAP METAL FOUND IN EXCAVATION BUT NO INDICATIONS OF TANK. CALLED NYLD... SAID TANK WAS AT 4' BGS. EXCAVATE TO 6'... NATIVE SOILS ENCOUNTERED.	
1130	START UST-5. VERY DENSE CONCRETE. DISCOVERED "HOLE" THAT HAD GROUT INSIDE (GASOLINE SMELL). PARAGON LEAVE SITE TO GET JACKHOE.	
1300	PARAGON JACKHOE AREA OVER 3 LOADING DOCK TANKS	
1400	UNEARTH UST-5. CONCRETE VAULT. NO CONTAMINATION ADJACENT TO N OR E WALLS.	
1500	PARAGON BACK AND FORTH BETWEEN UST-4 AND BACKFILLING UST-5	
1530	ANOTHER SLAB UNDER UPPER SLAB E OF WALL. DIG ON W SIDE OF WALL... SAND.	
1630	UST-3. SAND.	
1720	OFF SITE	

Site Sketch & Notes

(This area is currently blank for a site sketch and notes.)

List other forms completed COC, TEST PIT LOGS

Comments (If Applicable, Include Weather Conditions):
55°F, LIGHT RAIN

Completed By: RDM



DAILY SITE LOG

Project No. 20-180 Site Location: 1970 W FAYETTE ST
 Project Name: STRATHMORE USTS Date: 10/21/20
 Client: FAYETTE ST COATINGS Project Manager: RDM

Field Tasks Performed: UNEARTH USTs + COLLECT SAMPLES AT SITE

AECC Rep(s). Present: RDM
 Visitors to Site: -

Environmental Agency Present? Y / (N) Name: _____
 Affiliation: _____

Describe Work Completed Below:		
TIME	DESCRIPTION	PID READING
0755	ON SITE. MEET PARAGON. OPEN GATE.	
0805	BEGIN JACKHUE ADDITIONAL SECTION OF SLAB NEAR NYLD MARKOUT OF MIDDLE LOADING DOCK UST (UST-4)	
0840	BEGIN DIGGING	
0900	ENCOUNTER STAINED/SMELLY SOIL AT 5' BGS	0.0
0920	COLLECT SAMPLE WHILE PARAGON BACKFILLS	
0940	EXCAVATE IN "DRUM AREA" (NE PARKING LOT). UNCOVER GALVANIZED PIPE.	
1000	LOCK UP, LOAD UP, LEAVE SITE	
1010	LEAVE SITE	

Site Sketch & Notes

List other forms completed COC, TEST PIT LOG

Comments (If Applicable, Include Weather Conditions):
55°F, SUNNY w/ SOME CLOUDS

Completed By: RDM



Test Pit Log

Project # / Name: 20-180 STRATHMORE UST INVESTIGATION
 Client: FAYETTE STREET COATINGS
 Site Location: 1970 W FAYETTE ST, SYRACUSE, NY
 Coordinates: FRONT - GAS TANK - PAD AREA
 Ground Elevation:
 Excavation Contractor: PARAGON ENVIRONMENTAL CONSTRUCTION

TEST PIT ID:
 UST-1A
 Sheet: 1 of 1
 Logged By: RDM

Date: 10/20/20

Time Start: 0803

Time Finish: 0920

Logged By: RDM

Depth (ft)	PID Response - Open Air (ppmv)	PID Response - Headspace (ppmv)	MATERIALS: Color, size, range, MAIN COMPONENT, minor component(s), moisture content, structure, angularity, maximum grain size, odor, and geologic unit (if known)	Lab Sample ID (Depth)
1	/	/	2" ASPHALT, 6" CONCRETE, CONCRETE FOOTER NEAR BLDG	
2	0.0		CONCRETE 4" SHALE CONCRETE FLOOR BROWN/DK GRAY ASH SCAG w/ BRICK + BRICK "FLUR"	
3	4		" " "	
4	0.0		6" BLACK SAND COURSE 6" TAN SAND MEDIUM	
5			END EXCAVATION	
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

NOTES:

bgs
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Project # / Name: 20-180 STRATHMORE UST INVESTIGATION
 Client: FAYETTE STREET COATINGS
 Site Location: 1970 W FAYETTE ST, SYRACUSE, NY
 Coordinates: FRONT - GAS TANK - DEBRIS AREA
 Ground Elevation:
 Excavation Contractor: PARAGON ENVIRONMENTAL CONSTRUCTION

TEST PIT ID:
 UST-1B
 Sheet: 1 of 1
 Logged By: RDM

Test Pit Log

Date: 10/20/20

Time Start: 0925

Time Finish: 1000

Logged By: RDM

Depth (ft)	PID Response - Open Air (ppmv)	PID Response - Headspace (ppmv)	MATERIALS: Color, size, range, MAIN COMPONENT, minor component(s), moisture content, structure, angularity, maximum grain size, odor, and geologic unit (if known)	Lab Sample ID (Depth)
1	0.0	0.0	3" ASPHALT, OFF WHITE/LT BROWN ASH/SAND/SLAG	
2	0.0	0.0	RED/BROWN/DK GRAY LAYERS OF ASH + SAND	
3	0.0	0.0	DK BROWN/GRAY/DK GRAY LAYERS OF ASH + SAND	
4	0.0	0.0	BROWN SAND W/ SOME BLACK PEAT - NO ODOR	UST-1B
5			END EXCAVATION	
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

NOTES:

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Project # / Name: 20-180 STRATHMORE UST INVESTIGATION
 Client: FAYETTE STREET COATINGS
 Site Location: 1970 W FAYETTE ST, SYRACUSE, NY
 Coordinates: GRASSY KNOLL
 Ground Elevation:
 Excavation Contractor: PARAGON ENVIRONMENTAL CONSTRUCTION

TEST PIT ID:
 UST-2

Test Pit Log

Sheet: 1 of 1
 Logged By: TDM

Date: 10/20/20

Time Start: 1010 Time Finish: 1125

Depth (ft)	PID Response - Open Air (ppmv)	PID Response - Headspace (ppmv)	MATERIALS: Color, size, range, MAIN COMPONENT, minor component(s), moisture content, structure, angularity, maximum grain size, odor, and geologic unit (if known)	Lab Sample ID (Depth)
1			TOPSOIL	
2			DK GRAY GRAVEL	
3			BROWN SANDY FILL W/ ASH, METAL SCRAPS, BRICK, BOULDERS, WOOD	
4			↓	
5			PURPLISH SANDY SILT	
6			END EXCAVATION	
7				
8				
9				
10			FILL PIPE BISECTS AREA DELINEATED BY NYLD	
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

NOTES:

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Project # / Name: 20-180 STRATHMORE UST INVESTIGATION
 Client: FAYETTE STREET COATINGS
 Site Location: 1970 W FAYETTE ST, SYRACUSE, NY
 Coordinates: NORTHERNMOST TANK UNDER LOADING DOCK

TEST PIT ID:
 UST-3

Test Pit Log

Excavation Contractor: PARAGON ENVIRONMENTAL CONSTRUCTION
 Sheet: 1 of 1

Date: 10/20/20 Time Start: 1630 Time Finish: 1705 Logged By: TDM

Depth (ft)	PID Response - Open Air (ppmv)	PID Response - Headspace (ppmv)	MATERIALS: Color, size, range, MAIN COMPONENT, minor component(s), moisture content, structure, angularity, maximum grain size, odor, and geologic unit (if known)	Lab Sample ID (Depth)
1			1" ASPHALT 6" CONCRETE PAD, TAN SAND	
2			TAN SAND	
3	0.0	0.0		
4	0.0			
5	0.0	0.8 W WALL	BROWN SILT w GRAVEL + SOME COBBLES (W WALL) BROWN SAND + GRAVEL (N WALL)	UST-3
6	0.0	0.3 N WALL		UST-3
7	0.0	0.0 SAND	END EXCAVATION	
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

NOTES:

bgs
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Test Pit Log

Project # / Name: 20-180 STRATHMORE UST INVESTIGATION
 Client: FAYETTE STREET COATINGS
 Site Location: 1970 W FAYETTE ST, SYRACUSE, NY
 Coordinates: MIDDLE TANK UNDER LOADING DOCK
 Ground Elevation:
 Excavation Contractor: PARAGON ENVIRONMENTAL CONSTRUCTION

TEST PIT ID:
 UST-4
 Sheet: 1 of 1

Date: 10/20/20

Time Start: ~~1500~~ 1530

Time Finish: ~~1600~~ 1620

Logged By: TDM

Depth (ft)	PID Response - Open Air (ppmv)	PID Response - Headspace (ppmv)	MATERIALS: Color, size, range, MAIN COMPONENT, minor component(s), moisture content, structure, angularity, maximum grain size, odor, and geologic unit (if known)	Lab Sample ID (Depth)
			<p>W SIDE OF WALL</p> <p>E SIDE OF WALL</p>	
1	0.0		<p>1" CONC PAD</p> <p>6" CONC PAD, BRICK TAN SAND</p> <p>TAN SAND</p>	
2			<p>CONTINUE TOMORROW</p>	
3	0.0			
4	0.0	0.3		
5			<p>END EXCAVATION</p>	
6				
7				
8				
9				
10				
11				
12				
13			<p>BLDG</p> <p>CONC PAD</p> <p>WALL</p> <p>CONC PAD</p>	
14				
15				
16				
17				
18			<p>STAIRS</p> <p>PIPE</p>	
19				
20				

NOTES:

bgs
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Project # / Name: 20-180 STRATHMORE UST INVESTIGATION
 Client: FAYETTE STREET COATINGS
 Site Location: 1970 W FAYETTE ST, SYRACUSE, NY
 Coordinates: MIDDLE TANK UNDER LOADING DOCK
 Ground Elevation:
 Excavation Contractor: PARAGON ENVIRONMENTAL CONSTRUCTION

TEST PIT ID:
 UST-4
 Sheet: 1 of 1
 Logged By: JDM

Test Pit Log

Date: 10/20/20

Time Start: 0845

Time Finish: 0935

Logged By: JDM

Depth (ft)	PID Response - Open Air (ppmv)	PID Response - Headspace (ppmv)	MATERIALS: Color, size, range, MAIN COMPONENT, minor component(s), moisture content, structure, angularity, maximum grain size, odor, and geologic unit (if known)	Lab Sample ID (Depth)
			CONTINUATION FROM 10/20... E SIDE OF WALL	
1			8" CONCRETE PAD 1" ASPHALT/CONCRETE, TAN SAND TAN/BROWN SAND	
2				
3			BROWN GRAVELLY SAND W/ GLASS + METAL ALONG S WALL	
4				
5			BLACK AND RUSTY SANDY SILT, STRONG ODOR	UST-4
6			BROWN SANDY SILT (ODOR)	
7			BTM EXCAVATION	
8				
9				
10			CONTAMINATED SOIL - APPEARS LIKE A HEAVY OIL. STICKY. STAINS WHATEVER IT TOUCHES.	
11				
12			JACKHOLE AT 0800	
13				
14			EXCAVATION	
15				
16				
17				
18				
19				
20				

NOTES:

bgs
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Project # / Name: 20-180 STRATHMORE UST INVESTIGATION
 Client: FAYETTE STREET COATINGS
 Site Location: 1970 W FAYETTE ST, SYRACUSE, NY
 Coordinates:
 Ground Elevation:

TEST PIT ID:
 UST-5

Test Pit Log

Excavation Contractor: PARAGON ENVIRONMENTAL CONSTRUCTION Sheet: 1 of 1
 Date: 10/20/20 Time Start: 11:30 / 12:00 Time Finish: 1515 Logged By: TDM

Depth (ft)	PID Response - Open Air (ppmv)	PID Response - Headspace (ppmv)	MATERIALS: Color, size, range, MAIN COMPONENT, minor component(s), moisture content, structure, angularity, maximum grain size, odor, and geologic unit (if known)	Lab Sample ID (Depth)	
1	/	/	CONCRETE, WOOD PLANKS, ASPHALT COVER (1" SLAB)		
2	0.0	0.0	BROWN SAND + FILL (GLASS, BRICK, STONE)	UST-5	
3	(SEE BELOW)	(SEE BELOW)			
4	0.0	0.0	↓		
5			END EXCAVATION		
6					
7					
8			1:00 - 2:00 JACKHOLE CONCRETE SLAB OVER LOADING DOCK TANKS		
9					
10					
11			<p>WALL PIPE CONCRETE VAULT/CAP GRATE</p>		
12					
13					
14					
15			GRATE		
16			ODOR		
17			7.9 ppm PID open air		
18			29.7 ppm PID headdress		
19			SAMPLE		
20					

NOTES:

bgs
 ▼

ATTACHMENT E

Laboratory Analysis Report

ANALYTICAL REPORT

Eurofins TestAmerica, Buffalo
10 Hazelwood Drive
Amherst, NY 14228-2298
Tel: (716)691-2600

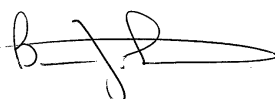
Laboratory Job ID: 480-176905-1

Client Project/Site: Former Strathmore Paints (20-180)

For:

Asbestos & Environmental Consulting Corp
6308 Fly Road
East Syracuse, New York 13057

Attn: Mr. Richard Mckenna



Authorized for release by:
11/2/2020 3:27:58 PM

Brian Fischer, Manager of Project Management
(716)504-9835
Brian.Fischer@Eurofinset.com

LINKS

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The test results in this report meet all 2003 NELAC, 2009 TNI, and 2016 TNI requirements for accredited parameters, exceptions are noted in this report. This report may not be reproduced except in full, and with written approval from the laboratory. For questions please contact the Project Manager at the e-mail address or telephone number listed on this page.

This report has been electronically signed and authorized by the signatory. Electronic signature is intended to be the legally binding equivalent of a traditionally handwritten signature.

Results relate only to the items tested and the sample(s) as received by the laboratory.



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Definitions/Glossary

Client: Asbestos & Environmental Consulting Corp
Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Qualifiers

GC/MS VOA

Qualifier	Qualifier Description
J	Result is less than the RL but greater than or equal to the MDL and the concentration is an approximate value.

GC/MS Semi VOA

Qualifier	Qualifier Description
E	Result exceeded calibration range.
F2	MS/MSD RPD exceeds control limits
J	Result is less than the RL but greater than or equal to the MDL and the concentration is an approximate value.
X	Surrogate recovery exceeds control limits

GC VOA

Qualifier	Qualifier Description
B	Compound was found in the blank and sample.
J	Result is less than the RL but greater than or equal to the MDL and the concentration is an approximate value.
X	Surrogate recovery exceeds control limits

Metals

Qualifier	Qualifier Description
^	ICV,CCV,ICB,CCB, ISA, ISB, CRI, CRA, DLCK or MRL standard: Instrument related QC is outside acceptance limits.
B	Compound was found in the blank and sample.
J	Result is less than the RL but greater than or equal to the MDL and the concentration is an approximate value.

Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
α	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CFU	Colony Forming Unit
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MCL	EPA recommended "Maximum Contaminant Level"
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
MPN	Most Probable Number
MQL	Method Quantitation Limit
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
NEG	Negative / Absent
POS	Positive / Present
PQL	Practical Quantitation Limit
PRES	Presumptive
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)

Eurofins TestAmerica, Buffalo

Definitions/Glossary

Client: Asbestos & Environmental Consulting Corp
Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Glossary (Continued)

Abbreviation	These commonly used abbreviations may or may not be present in this report.
TEQ	Toxicity Equivalent Quotient (Dioxin)
TNTC	Too Numerous To Count

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Detection Summary

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Client Sample ID: UST-1B (3-4)

Lab Sample ID: 480-176905-1

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
Arsenic	4.5		3.5	0.70	mg/Kg	1	☼	6010C	Total/NA
Barium	147	B ^	0.87	0.19	mg/Kg	1	☼	6010C	Total/NA
Cadmium	0.35		0.35	0.052	mg/Kg	1	☼	6010C	Total/NA
Chromium	19.2		0.87	0.35	mg/Kg	1	☼	6010C	Total/NA
Lead	11.9		1.7	0.42	mg/Kg	1	☼	6010C	Total/NA
Selenium	0.73	J	7.0	0.70	mg/Kg	1	☼	6010C	Total/NA
Mercury	0.11		0.034	0.014	mg/Kg	1	☼	7471B	Total/NA

Client Sample ID: UST-5(1-2)

Lab Sample ID: 480-176905-2

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
Acetone	20	J	33	5.6	ug/Kg	1	☼	8260C	Total/NA
Ethylbenzene	3.7	J	6.7	0.46	ug/Kg	1	☼	8260C	Total/NA
Isopropylbenzene	2.0	J	6.7	1.0	ug/Kg	1	☼	8260C	Total/NA
Methylcyclohexane	1.5	J	6.7	1.0	ug/Kg	1	☼	8260C	Total/NA
Toluene	3.7	J	6.7	0.50	ug/Kg	1	☼	8260C	Total/NA
Xylenes, Total	25		13	1.1	ug/Kg	1	☼	8260C	Total/NA
2-Methylnaphthalene	1200	J	2100	410	ug/Kg	10	☼	8270D	Total/NA
Benzo[a]anthracene	330	J	2100	210	ug/Kg	10	☼	8270D	Total/NA
Benzo[a]pyrene	400	J	2100	300	ug/Kg	10	☼	8270D	Total/NA
Benzo[b]fluoranthene	450	J	2100	330	ug/Kg	10	☼	8270D	Total/NA
Benzo[g,h,i]perylene	300	J	2100	220	ug/Kg	10	☼	8270D	Total/NA
Fluoranthene	510	J	2100	220	ug/Kg	10	☼	8270D	Total/NA
Phenanthrene	660	J	2100	300	ug/Kg	10	☼	8270D	Total/NA
Pyrene	490	J	2100	240	ug/Kg	10	☼	8270D	Total/NA
Arsenic	16.1		2.5	0.49	mg/Kg	1	☼	6010C	Total/NA
Barium	55.8	B ^	0.61	0.14	mg/Kg	1	☼	6010C	Total/NA
Cadmium	0.45		0.25	0.037	mg/Kg	1	☼	6010C	Total/NA
Chromium	17.5		0.61	0.25	mg/Kg	1	☼	6010C	Total/NA
Lead	90.7		1.2	0.29	mg/Kg	1	☼	6010C	Total/NA
Silver	0.54	J	0.74	0.25	mg/Kg	1	☼	6010C	Total/NA
Mercury	0.081		0.023	0.0093	mg/Kg	1	☼	7471B	Total/NA

Client Sample ID: UST-3 (4-5)

Lab Sample ID: 480-176905-3

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
Acenaphthene	30	J	180	27	ug/Kg	1	☼	8270D	Total/NA
Acenaphthylene	100	J	180	24	ug/Kg	1	☼	8270D	Total/NA
Anthracene	160	J	180	45	ug/Kg	1	☼	8270D	Total/NA
Benzo[a]anthracene	600		180	18	ug/Kg	1	☼	8270D	Total/NA
Benzo[a]pyrene	710	F2	180	27	ug/Kg	1	☼	8270D	Total/NA
Benzo[b]fluoranthene	850	F2	180	29	ug/Kg	1	☼	8270D	Total/NA
Benzo[g,h,i]perylene	530	F2	180	19	ug/Kg	1	☼	8270D	Total/NA
Benzo[k]fluoranthene	410		180	24	ug/Kg	1	☼	8270D	Total/NA
Carbazole	90	J	180	21	ug/Kg	1	☼	8270D	Total/NA
Chrysene	640		180	41	ug/Kg	1	☼	8270D	Total/NA
Dibenz(a,h)anthracene	150	J F2	180	32	ug/Kg	1	☼	8270D	Total/NA
Dibenzofuran	40	J	180	21	ug/Kg	1	☼	8270D	Total/NA
Fluoranthene	1200		180	19	ug/Kg	1	☼	8270D	Total/NA
Fluorene	48	J	180	21	ug/Kg	1	☼	8270D	Total/NA
Indeno[1,2,3-cd]pyrene	450	F2	180	22	ug/Kg	1	☼	8270D	Total/NA
Naphthalene	36	J	180	24	ug/Kg	1	☼	8270D	Total/NA

This Detection Summary does not include radiochemical test results.

Euromins TestAmerica, Buffalo

Detection Summary

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Client Sample ID: UST-3 (4-5) (Continued)

Lab Sample ID: 480-176905-3

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
Phenanthrene	730		180	27	ug/Kg	1	✳	8270D	Total/NA
Pyrene	1000		180	21	ug/Kg	1	✳	8270D	Total/NA
Arsenic	7.1		2.1	0.42	mg/Kg	1	✳	6010C	Total/NA
Barium	94.2	B ^	0.53	0.12	mg/Kg	1	✳	6010C	Total/NA
Cadmium	2.4		0.21	0.032	mg/Kg	1	✳	6010C	Total/NA
Chromium	34.5		0.53	0.21	mg/Kg	1	✳	6010C	Total/NA
Lead	146		1.1	0.25	mg/Kg	1	✳	6010C	Total/NA
Selenium	0.92	J	4.2	0.42	mg/Kg	1	✳	6010C	Total/NA
Silver	7.0		0.64	0.21	mg/Kg	1	✳	6010C	Total/NA
Mercury	0.29		0.015	0.0061	mg/Kg	1	✳	7471B	Total/NA

Client Sample ID: UST-4 (5-6)

Lab Sample ID: 480-176905-4

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
2-Butanone (MEK)	24	J	39	2.9	ug/Kg	1	✳	8260C	Total/NA
Acetone	120		39	6.6	ug/Kg	1	✳	8260C	Total/NA
Benzo[a]anthracene	1500	J	3100	310	ug/Kg	10	✳	8270D	Total/NA
Benzo[a]pyrene	1900	J	3100	450	ug/Kg	10	✳	8270D	Total/NA
Benzo[b]fluoranthene	2600	J	3100	490	ug/Kg	10	✳	8270D	Total/NA
Benzo[g,h,i]perylene	1000	J	3100	320	ug/Kg	10	✳	8270D	Total/NA
Benzo[k]fluoranthene	970	J	3100	400	ug/Kg	10	✳	8270D	Total/NA
Chrysene	1400	J	3100	680	ug/Kg	10	✳	8270D	Total/NA
Fluoranthene	4600		3100	320	ug/Kg	10	✳	8270D	Total/NA
Indeno[1,2,3-cd]pyrene	930	J	3100	380	ug/Kg	10	✳	8270D	Total/NA
Phenanthrene	1200	J	3100	450	ug/Kg	10	✳	8270D	Total/NA
Pyrene	3200		3100	360	ug/Kg	10	✳	8270D	Total/NA
C5-C8 Aliphatics (adjusted)	0.24	J	0.25	0.010	mg/Kg	1		MA VPH	Total/NA
C5-C8 Aliphatics (unadjusted)	0.29	J	0.41	0.016	mg/Kg	1	✳	MAVPH	Total/NA
C9-C10 Aromatics	0.093	J	0.41	0.016	mg/Kg	1	✳	MAVPH	Total/NA
C9-C12 Aliphatics (unadjusted)	0.12	J	0.41	0.016	mg/Kg	1	✳	MAVPH	Total/NA
m-Xylene & p-Xylene	0.023	J	0.16	0.016	mg/Kg	1	✳	MAVPH	Total/NA
Naphthalene	0.081	J B	0.082	0.016	mg/Kg	1	✳	MAVPH	Total/NA
o-Xylene	0.028	J	0.082	0.016	mg/Kg	1	✳	MAVPH	Total/NA
Toluene	0.048	J	0.082	0.016	mg/Kg	1	✳	MAVPH	Total/NA
Arsenic	23.9		3.5	0.71	mg/Kg	1	✳	6010C	Total/NA
Barium	126	B ^	0.89	0.19	mg/Kg	1	✳	6010C	Total/NA
Cadmium	0.82		0.35	0.053	mg/Kg	1	✳	6010C	Total/NA
Chromium	81.4		0.89	0.35	mg/Kg	1	✳	6010C	Total/NA
Lead	361		1.8	0.42	mg/Kg	1	✳	6010C	Total/NA
Selenium	3.1	J	7.1	0.71	mg/Kg	1	✳	6010C	Total/NA
Silver	0.35	J	1.1	0.35	mg/Kg	1	✳	6010C	Total/NA
Mercury	1.7		0.037	0.015	mg/Kg	1	✳	7471B	Total/NA

This Detection Summary does not include radiochemical test results.

Eurofins TestAmerica, Buffalo

Client Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Client Sample ID: UST-1B (3-4)

Lab Sample ID: 480-176905-1

Date Collected: 10/20/20 09:36

Matrix: Solid

Date Received: 10/22/20 08:00

Percent Solids: 55.5

Method: 8260C - Volatile Organic Compounds by GC/MS

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
1,1,1-Trichloroethane	ND		8.9	0.65	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
1,2-Dichlorobenzene	ND		8.9	0.70	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
1,1,2,2-Tetrachloroethane	ND		8.9	1.4	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
1,1,2-Trichloroethane	ND		8.9	1.2	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
1,1,2-Trichloro-1,2,2-trifluoroethane	ND		8.9	2.0	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
1,1-Dichloroethane	ND		8.9	1.1	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
1,1-Dichloroethene	ND		8.9	1.1	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
1,2,4-Trichlorobenzene	ND		8.9	0.54	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
1,2-Dibromo-3-Chloropropane	ND		8.9	4.5	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
1,2-Dichloroethane	ND		8.9	0.45	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
1,2-Dichloropropane	ND		8.9	4.5	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
1,3-Dichlorobenzene	ND		8.9	0.46	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
1,4-Dichlorobenzene	ND		8.9	1.3	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
2-Butanone (MEK)	ND		45	3.3	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
2-Hexanone	ND		45	4.5	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
4-Methyl-2-pentanone (MIBK)	ND		45	2.9	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Acetone	ND		45	7.5	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Benzene	ND		8.9	0.44	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Bromodichloromethane	ND		8.9	1.2	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Bromoform	ND		8.9	4.5	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Bromomethane	ND		8.9	0.80	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Carbon disulfide	ND		8.9	4.5	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Carbon tetrachloride	ND		8.9	0.86	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Chlorobenzene	ND		8.9	1.2	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Dibromochloromethane	ND		8.9	1.1	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Chloroethane	ND		8.9	2.0	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Chloroform	ND		8.9	0.55	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Chloromethane	ND		8.9	0.54	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
cis-1,2-Dichloroethene	ND		8.9	1.1	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
cis-1,3-Dichloropropene	ND		8.9	1.3	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Cyclohexane	ND		8.9	1.3	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Dichlorodifluoromethane	ND		8.9	0.74	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Ethylbenzene	ND		8.9	0.62	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
1,2-Dibromoethane	ND		8.9	1.1	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Isopropylbenzene	ND		8.9	1.3	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Methyl acetate	ND		45	5.4	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Methyl tert-butyl ether	ND		8.9	0.88	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Methylcyclohexane	ND		8.9	1.4	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Methylene Chloride	ND		8.9	4.1	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Styrene	ND		8.9	0.45	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Tetrachloroethene	ND		8.9	1.2	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Toluene	ND		8.9	0.68	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
trans-1,2-Dichloroethene	ND		8.9	0.92	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
trans-1,3-Dichloropropene	ND		8.9	3.9	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Trichloroethene	ND		8.9	2.0	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Trichlorofluoromethane	ND		8.9	0.85	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Vinyl chloride	ND		8.9	1.1	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1
Xylenes, Total	ND		18	1.5	ug/Kg	✳	10/22/20 08:30	10/22/20 23:08	1

Eurofins TestAmerica, Buffalo

Client Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Client Sample ID: UST-1B (3-4)

Lab Sample ID: 480-176905-1

Date Collected: 10/20/20 09:36

Matrix: Solid

Date Received: 10/22/20 08:00

Percent Solids: 55.5

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
Toluene-d8 (Surr)	97		71 - 125	10/22/20 08:30	10/22/20 23:08	1
1,2-Dichloroethane-d4 (Surr)	111		64 - 126	10/22/20 08:30	10/22/20 23:08	1
4-Bromofluorobenzene (Surr)	90		72 - 126	10/22/20 08:30	10/22/20 23:08	1
Dibromofluoromethane (Surr)	103		60 - 140	10/22/20 08:30	10/22/20 23:08	1

Method: 8270D - Semivolatile Organic Compounds (GC/MS)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Biphenyl	ND		300	44	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
bis (2-chloroisopropyl) ether	ND		300	60	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
2,4,5-Trichlorophenol	ND		300	82	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
2,4,6-Trichlorophenol	ND		300	60	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
2,4-Dichlorophenol	ND		300	32	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
2,4-Dimethylphenol	ND		300	73	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
2,4-Dinitrophenol	ND		3000	1400	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
2,4-Dinitrotoluene	ND		300	62	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
2,6-Dinitrotoluene	ND		300	36	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
2-Chloronaphthalene	ND		300	50	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
2-Chlorophenol	ND		590	55	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
2-Methylnaphthalene	ND		300	60	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
2-Methylphenol	ND		300	36	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
2-Nitroaniline	ND		590	44	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
2-Nitrophenol	ND		300	85	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
3,3'-Dichlorobenzidine	ND		590	360	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
3-Nitroaniline	ND		590	84	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
4,6-Dinitro-2-methylphenol	ND		590	300	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
4-Bromophenyl phenyl ether	ND		300	43	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
4-Chloro-3-methylphenol	ND		300	75	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
4-Chloroaniline	ND		300	75	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
4-Chlorophenyl phenyl ether	ND		300	37	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
4-Methylphenol	ND		590	36	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
4-Nitroaniline	ND		590	160	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
4-Nitrophenol	ND		590	210	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
Acenaphthene	ND		300	44	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
Acenaphthylene	ND		300	39	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
Acetophenone	ND		300	41	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
Anthracene	ND		300	75	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
Atrazine	ND		300	100	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
Benzaldehyde	ND		300	240	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
Benzo[a]anthracene	ND		300	30	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
Benzo[a]pyrene	ND		300	44	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
Benzo[b]fluoranthene	ND		300	48	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
Benzo[g,h,i]perylene	ND		300	32	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
Benzo[k]fluoranthene	ND		300	39	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
Bis(2-chloroethoxy)methane	ND		300	64	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
Bis(2-chloroethyl)ether	ND		300	39	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
Bis(2-ethylhexyl) phthalate	ND		300	100	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
Butyl benzyl phthalate	ND		300	50	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
Caprolactam	ND		300	91	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
Carbazole	ND		300	36	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1
Chrysene	ND		300	68	ug/Kg	☆	10/23/20 08:06	10/28/20 18:53	1

Eurofins TestAmerica, Buffalo

Client Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Client Sample ID: UST-1B (3-4)

Lab Sample ID: 480-176905-1

Date Collected: 10/20/20 09:36

Matrix: Solid

Date Received: 10/22/20 08:00

Percent Solids: 55.5

Method: 8270D - Semivolatile Organic Compounds (GC/MS) (Continued)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Di-n-butyl phthalate	ND		300	52	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1
Di-n-octyl phthalate	ND		300	36	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1
Dibenz(a,h)anthracene	ND		300	53	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1
Dibenzofuran	ND		300	36	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1
Diethyl phthalate	ND		300	39	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1
Dimethyl phthalate	ND		300	36	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1
Fluoranthene	ND		300	32	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1
Fluorene	ND		300	36	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1
Hexachlorobenzene	ND		300	41	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1
Hexachlorobutadiene	ND		300	44	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1
Hexachlorocyclopentadiene	ND		300	41	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1
Hexachloroethane	ND		300	39	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1
Indeno[1,2,3-cd]pyrene	ND		300	37	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1
Isophorone	ND		300	64	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1
N-Nitrosodi-n-propylamine	ND		300	52	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1
N-Nitrosodiphenylamine	ND		300	250	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1
Naphthalene	ND		300	39	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1
Nitrobenzene	ND		300	34	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1
Pentachlorophenol	ND		590	300	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1
Phenanthrene	ND		300	44	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1
Phenol	ND		300	46	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1
Pyrene	ND		300	36	ug/Kg	☼	10/23/20 08:06	10/28/20 18:53	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
2,4,6-Tribromophenol	77		54 - 120	10/23/20 08:06	10/28/20 18:53	1
2-Fluorobiphenyl	96		60 - 120	10/23/20 08:06	10/28/20 18:53	1
2-Fluorophenol	84		52 - 120	10/23/20 08:06	10/28/20 18:53	1
Nitrobenzene-d5	93		53 - 120	10/23/20 08:06	10/28/20 18:53	1
p-Terphenyl-d14	93		79 - 130	10/23/20 08:06	10/28/20 18:53	1
Phenol-d5	89		54 - 120	10/23/20 08:06	10/28/20 18:53	1

Method: 8082A - Polychlorinated Biphenyls (PCBs) by Gas Chromatography

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-1016	ND		0.37	0.073	mg/Kg	☼	10/22/20 16:12	10/23/20 14:37	1
PCB-1221	ND		0.37	0.073	mg/Kg	☼	10/22/20 16:12	10/23/20 14:37	1
PCB-1232	ND		0.37	0.073	mg/Kg	☼	10/22/20 16:12	10/23/20 14:37	1
PCB-1242	ND		0.37	0.073	mg/Kg	☼	10/22/20 16:12	10/23/20 14:37	1
PCB-1248	ND		0.37	0.073	mg/Kg	☼	10/22/20 16:12	10/23/20 14:37	1
PCB-1254	ND		0.37	0.17	mg/Kg	☼	10/22/20 16:12	10/23/20 14:37	1
PCB-1260	ND		0.37	0.17	mg/Kg	☼	10/22/20 16:12	10/23/20 14:37	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
Tetrachloro-m-xylene	105		60 - 154	10/22/20 16:12	10/23/20 14:37	1
DCB Decachlorobiphenyl	107		65 - 174	10/22/20 16:12	10/23/20 14:37	1

Method: 6010C - Metals (ICP)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	4.5		3.5	0.70	mg/Kg	☼	10/23/20 17:01	10/24/20 22:44	1
Barium	147	B ^	0.87	0.19	mg/Kg	☼	10/23/20 17:01	10/24/20 22:44	1
Cadmium	0.35		0.35	0.052	mg/Kg	☼	10/23/20 17:01	10/24/20 22:44	1

Eurofins TestAmerica, Buffalo

Client Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Client Sample ID: UST-1B (3-4)

Lab Sample ID: 480-176905-1

Date Collected: 10/20/20 09:36

Matrix: Solid

Date Received: 10/22/20 08:00

Percent Solids: 55.5

Method: 6010C - Metals (ICP) (Continued)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Chromium	19.2		0.87	0.35	mg/Kg	☼	10/23/20 17:01	10/24/20 22:44	1
Lead	11.9		1.7	0.42	mg/Kg	☼	10/23/20 17:01	10/24/20 22:44	1
Selenium	0.73	J	7.0	0.70	mg/Kg	☼	10/23/20 17:01	10/24/20 22:44	1
Silver	ND		1.0	0.35	mg/Kg	☼	10/23/20 17:01	10/24/20 22:44	1

Method: 7471B - Mercury (CVAA)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	0.11		0.034	0.014	mg/Kg	☼	10/30/20 15:31	10/30/20 18:23	1

Client Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Client Sample ID: UST-5(1-2)

Lab Sample ID: 480-176905-2

Date Collected: 10/20/20 15:04

Matrix: Solid

Date Received: 10/22/20 08:00

Percent Solids: 82.5

Method: 8260C - Volatile Organic Compounds by GC/MS

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
1,1,1-Trichloroethane	ND		6.7	0.48	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
1,2-Dichlorobenzene	ND		6.7	0.52	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
1,1,2,2-Tetrachloroethane	ND		6.7	1.1	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
1,1,2-Trichloroethane	ND		6.7	0.87	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
1,1,2-Trichloro-1,2,2-trifluoroethane	ND		6.7	1.5	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
1,1-Dichloroethane	ND		6.7	0.81	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
1,1-Dichloroethene	ND		6.7	0.82	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
1,2,4-Trichlorobenzene	ND		6.7	0.41	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
1,2-Dibromo-3-Chloropropane	ND		6.7	3.3	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
1,2-Dichloroethane	ND		6.7	0.33	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
1,2-Dichloropropane	ND		6.7	3.3	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
1,3-Dichlorobenzene	ND		6.7	0.34	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
1,4-Dichlorobenzene	ND		6.7	0.93	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
2-Butanone (MEK)	ND		33	2.4	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
2-Hexanone	ND		33	3.3	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
4-Methyl-2-pentanone (MIBK)	ND		33	2.2	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Acetone	20	J	33	5.6	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Benzene	ND		6.7	0.33	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Bromodichloromethane	ND		6.7	0.89	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Bromoform	ND		6.7	3.3	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Bromomethane	ND		6.7	0.60	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Carbon disulfide	ND		6.7	3.3	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Carbon tetrachloride	ND		6.7	0.64	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Chlorobenzene	ND		6.7	0.88	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Dibromochloromethane	ND		6.7	0.85	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Chloroethane	ND		6.7	1.5	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Chloroform	ND		6.7	0.41	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Chloromethane	ND		6.7	0.40	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
cis-1,2-Dichloroethene	ND		6.7	0.85	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
cis-1,3-Dichloropropene	ND		6.7	0.96	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Cyclohexane	ND		6.7	0.93	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Dichlorodifluoromethane	ND		6.7	0.55	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Ethylbenzene	3.7	J	6.7	0.46	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
1,2-Dibromoethane	ND		6.7	0.86	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Isopropylbenzene	2.0	J	6.7	1.0	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Methyl acetate	ND		33	4.0	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Methyl tert-butyl ether	ND		6.7	0.65	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Methylcyclohexane	1.5	J	6.7	1.0	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Methylene Chloride	ND		6.7	3.1	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Styrene	ND		6.7	0.33	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Tetrachloroethene	ND		6.7	0.89	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Toluene	3.7	J	6.7	0.50	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
trans-1,2-Dichloroethene	ND		6.7	0.69	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
trans-1,3-Dichloropropene	ND		6.7	2.9	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Trichloroethene	ND		6.7	1.5	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Trichlorofluoromethane	ND		6.7	0.63	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Vinyl chloride	ND		6.7	0.81	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1
Xylenes, Total	25		13	1.1	ug/Kg	☼	10/22/20 08:30	10/22/20 23:32	1

Eurofins TestAmerica, Buffalo

Client Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Client Sample ID: UST-5(1-2)

Lab Sample ID: 480-176905-2

Date Collected: 10/20/20 15:04

Matrix: Solid

Date Received: 10/22/20 08:00

Percent Solids: 82.5

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
Toluene-d8 (Surr)	94		71 - 125	10/22/20 08:30	10/22/20 23:32	1
1,2-Dichloroethane-d4 (Surr)	113		64 - 126	10/22/20 08:30	10/22/20 23:32	1
4-Bromofluorobenzene (Surr)	97		72 - 126	10/22/20 08:30	10/22/20 23:32	1
Dibromofluoromethane (Surr)	101		60 - 140	10/22/20 08:30	10/22/20 23:32	1

Method: 8270D - Semivolatile Organic Compounds (GC/MS)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Biphenyl	ND		2100	300	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
bis (2-chloroisopropyl) ether	ND		2100	410	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
2,4,5-Trichlorophenol	ND		2100	550	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
2,4,6-Trichlorophenol	ND		2100	410	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
2,4-Dichlorophenol	ND		2100	220	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
2,4-Dimethylphenol	ND		2100	490	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
2,4-Dinitrophenol	ND		20000	9500	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
2,4-Dinitrotoluene	ND		2100	420	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
2,6-Dinitrotoluene	ND		2100	240	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
2-Chloronaphthalene	ND		2100	340	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
2-Chlorophenol	ND		4000	370	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
2-Methylnaphthalene	1200	J	2100	410	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
2-Methylphenol	ND		2100	240	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
2-Nitroaniline	ND		4000	300	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
2-Nitrophenol	ND		2100	580	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
3,3'-Dichlorobenzidine	ND		4000	2400	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
3-Nitroaniline	ND		4000	570	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
4,6-Dinitro-2-methylphenol	ND		4000	2100	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
4-Bromophenyl phenyl ether	ND		2100	290	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
4-Chloro-3-methylphenol	ND		2100	510	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
4-Chloroaniline	ND		2100	510	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
4-Chlorophenyl phenyl ether	ND		2100	250	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
4-Methylphenol	ND		4000	240	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
4-Nitroaniline	ND		4000	1100	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
4-Nitrophenol	ND		4000	1400	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
Acenaphthene	ND		2100	300	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
Acenaphthylene	ND		2100	270	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
Acetophenone	ND		2100	280	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
Anthracene	ND		2100	510	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
Atrazine	ND		2100	710	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
Benzaldehyde	ND		2100	1600	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
Benzo[a]anthracene	330	J	2100	210	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
Benzo[a]pyrene	400	J	2100	300	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
Benzo[b]fluoranthene	450	J	2100	330	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
Benzo[g,h,i]perylene	300	J	2100	220	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
Benzo[k]fluoranthene	ND		2100	270	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
Bis(2-chloroethoxy)methane	ND		2100	430	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
Bis(2-chloroethyl)ether	ND		2100	270	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
Bis(2-ethylhexyl) phthalate	ND		2100	700	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
Butyl benzyl phthalate	ND		2100	340	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
Caprolactam	ND		2100	620	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
Carbazole	ND		2100	240	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10
Chrysene	ND		2100	460	ug/Kg	☆	10/23/20 08:06	10/28/20 19:17	10

Eurofins TestAmerica, Buffalo

Client Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Client Sample ID: UST-5(1-2)

Lab Sample ID: 480-176905-2

Date Collected: 10/20/20 15:04

Matrix: Solid

Date Received: 10/22/20 08:00

Percent Solids: 82.5

Method: 8270D - Semivolatile Organic Compounds (GC/MS) (Continued)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Di-n-butyl phthalate	ND		2100	350	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10
Di-n-octyl phthalate	ND		2100	240	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10
Dibenz(a,h)anthracene	ND		2100	360	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10
Dibenzofuran	ND		2100	240	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10
Diethyl phthalate	ND		2100	270	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10
Dimethyl phthalate	ND		2100	240	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10
Fluoranthene	510	J	2100	220	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10
Fluorene	ND		2100	240	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10
Hexachlorobenzene	ND		2100	280	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10
Hexachlorobutadiene	ND		2100	300	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10
Hexachlorocyclopentadiene	ND		2100	280	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10
Hexachloroethane	ND		2100	270	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10
Indeno[1,2,3-cd]pyrene	ND		2100	250	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10
Isophorone	ND		2100	430	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10
N-Nitrosodi-n-propylamine	ND		2100	350	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10
N-Nitrosodiphenylamine	ND		2100	1700	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10
Naphthalene	ND		2100	270	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10
Nitrobenzene	ND		2100	230	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10
Pentachlorophenol	ND		4000	2100	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10
Phenanthrene	660	J	2100	300	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10
Phenol	ND		2100	310	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10
Pyrene	490	J	2100	240	ug/Kg	☼	10/23/20 08:06	10/28/20 19:17	10

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
2,4,6-Tribromophenol	65		54 - 120	10/23/20 08:06	10/28/20 19:17	10
2-Fluorobiphenyl	95		60 - 120	10/23/20 08:06	10/28/20 19:17	10
2-Fluorophenol	72		52 - 120	10/23/20 08:06	10/28/20 19:17	10
Nitrobenzene-d5	82		53 - 120	10/23/20 08:06	10/28/20 19:17	10
p-Terphenyl-d14	86		79 - 130	10/23/20 08:06	10/28/20 19:17	10
Phenol-d5	78		54 - 120	10/23/20 08:06	10/28/20 19:17	10

Method: 8082A - Polychlorinated Biphenyls (PCBs) by Gas Chromatography

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-1016	ND		0.26	0.051	mg/Kg	☼	10/22/20 16:12	10/23/20 14:21	1
PCB-1221	ND		0.26	0.051	mg/Kg	☼	10/22/20 16:12	10/23/20 14:21	1
PCB-1232	ND		0.26	0.051	mg/Kg	☼	10/22/20 16:12	10/23/20 14:21	1
PCB-1242	ND		0.26	0.051	mg/Kg	☼	10/22/20 16:12	10/23/20 14:21	1
PCB-1248	ND		0.26	0.051	mg/Kg	☼	10/22/20 16:12	10/23/20 14:21	1
PCB-1254	ND		0.26	0.12	mg/Kg	☼	10/22/20 16:12	10/23/20 14:21	1
PCB-1260	ND		0.26	0.12	mg/Kg	☼	10/22/20 16:12	10/23/20 14:21	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
Tetrachloro-m-xylene	99		60 - 154	10/22/20 16:12	10/23/20 14:21	1
DCB Decachlorobiphenyl	120		65 - 174	10/22/20 16:12	10/23/20 14:21	1

Method: 6010C - Metals (ICP)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	16.1		2.5	0.49	mg/Kg	☼	10/23/20 17:01	10/24/20 22:48	1
Barium	55.8	B ^	0.61	0.14	mg/Kg	☼	10/23/20 17:01	10/24/20 22:48	1
Cadmium	0.45		0.25	0.037	mg/Kg	☼	10/23/20 17:01	10/24/20 22:48	1

Eurofins TestAmerica, Buffalo

Client Sample Results

Client: Asbestos & Environmental Consulting Corp
Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Client Sample ID: UST-5(1-2)

Lab Sample ID: 480-176905-2

Date Collected: 10/20/20 15:04

Matrix: Solid

Date Received: 10/22/20 08:00

Percent Solids: 82.5

Method: 6010C - Metals (ICP) (Continued)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Chromium	17.5		0.61	0.25	mg/Kg	☼	10/23/20 17:01	10/24/20 22:48	1
Lead	90.7		1.2	0.29	mg/Kg	☼	10/23/20 17:01	10/24/20 22:48	1
Selenium	ND		4.9	0.49	mg/Kg	☼	10/23/20 17:01	10/24/20 22:48	1
Silver	0.54	J	0.74	0.25	mg/Kg	☼	10/23/20 17:01	10/24/20 22:48	1

Method: 7471B - Mercury (CVAA)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	0.081		0.023	0.0093	mg/Kg	☼	10/30/20 15:31	10/30/20 18:24	1

Client Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Client Sample ID: UST-3 (4-5)

Lab Sample ID: 480-176905-3

Date Collected: 10/20/20 16:50

Matrix: Solid

Date Received: 10/22/20 08:00

Percent Solids: 91.3

Method: 8260C - Volatile Organic Compounds by GC/MS

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
1,1,1-Trichloroethane	ND		3.9	0.28	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
1,2-Dichlorobenzene	ND		3.9	0.30	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
1,1,2,2-Tetrachloroethane	ND		3.9	0.62	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
1,1,2-Trichloroethane	ND		3.9	0.50	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
1,1,2-Trichloro-1,2,2-trifluoroethane	ND		3.9	0.88	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
1,1-Dichloroethane	ND		3.9	0.47	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
1,1-Dichloroethene	ND		3.9	0.47	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
1,2,4-Trichlorobenzene	ND		3.9	0.23	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
1,2-Dibromo-3-Chloropropane	ND		3.9	1.9	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
1,2-Dichloroethane	ND		3.9	0.19	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
1,2-Dichloropropane	ND		3.9	1.9	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
1,3-Dichlorobenzene	ND		3.9	0.20	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
1,4-Dichlorobenzene	ND		3.9	0.54	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
2-Butanone (MEK)	ND		19	1.4	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
2-Hexanone	ND		19	1.9	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
4-Methyl-2-pentanone (MIBK)	ND		19	1.3	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Acetone	ND		19	3.2	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Benzene	ND		3.9	0.19	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Bromodichloromethane	ND		3.9	0.52	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Bromoform	ND		3.9	1.9	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Bromomethane	ND		3.9	0.35	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Carbon disulfide	ND		3.9	1.9	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Carbon tetrachloride	ND		3.9	0.37	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Chlorobenzene	ND		3.9	0.51	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Dibromochloromethane	ND		3.9	0.49	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Chloroethane	ND		3.9	0.87	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Chloroform	ND		3.9	0.24	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Chloromethane	ND		3.9	0.23	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
cis-1,2-Dichloroethene	ND		3.9	0.49	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
cis-1,3-Dichloropropene	ND		3.9	0.55	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Cyclohexane	ND		3.9	0.54	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Dichlorodifluoromethane	ND		3.9	0.32	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Ethylbenzene	ND		3.9	0.27	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
1,2-Dibromoethane	ND		3.9	0.49	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Isopropylbenzene	ND		3.9	0.58	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Methyl acetate	ND		19	2.3	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Methyl tert-butyl ether	ND		3.9	0.38	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Methylcyclohexane	ND		3.9	0.59	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Methylene Chloride	ND		3.9	1.8	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Styrene	ND		3.9	0.19	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Tetrachloroethene	ND		3.9	0.52	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Toluene	ND		3.9	0.29	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
trans-1,2-Dichloroethene	ND		3.9	0.40	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
trans-1,3-Dichloropropene	ND		3.9	1.7	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Trichloroethene	ND		3.9	0.85	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Trichlorofluoromethane	ND		3.9	0.36	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Vinyl chloride	ND		3.9	0.47	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1
Xylenes, Total	ND		7.7	0.65	ug/Kg	☼	10/22/20 08:30	10/22/20 23:57	1

Eurofins TestAmerica, Buffalo

Client Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Client Sample ID: UST-3 (4-5)

Lab Sample ID: 480-176905-3

Date Collected: 10/20/20 16:50

Matrix: Solid

Date Received: 10/22/20 08:00

Percent Solids: 91.3

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
Toluene-d8 (Surr)	99		71 - 125	10/22/20 08:30	10/22/20 23:57	1
1,2-Dichloroethane-d4 (Surr)	110		64 - 126	10/22/20 08:30	10/22/20 23:57	1
4-Bromofluorobenzene (Surr)	96		72 - 126	10/22/20 08:30	10/22/20 23:57	1
Dibromofluoromethane (Surr)	102		60 - 140	10/22/20 08:30	10/22/20 23:57	1

Method: 8270D - Semivolatile Organic Compounds (GC/MS)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Biphenyl	ND		180	27	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
bis (2-chloroisopropyl) ether	ND		180	36	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
2,4,5-Trichlorophenol	ND		180	49	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
2,4,6-Trichlorophenol	ND		180	36	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
2,4-Dichlorophenol	ND		180	19	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
2,4-Dimethylphenol	ND		180	44	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
2,4-Dinitrophenol	ND		1800	840	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
2,4-Dinitrotoluene	ND		180	37	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
2,6-Dinitrotoluene	ND		180	21	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
2-Chloronaphthalene	ND		180	30	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
2-Chlorophenol	ND		350	33	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
2-Methylnaphthalene	ND		180	36	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
2-Methylphenol	ND		180	21	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
2-Nitroaniline	ND		350	27	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
2-Nitrophenol	ND	F2	180	51	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
3,3'-Dichlorobenzidine	ND		350	210	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
3-Nitroaniline	ND		350	50	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
4,6-Dinitro-2-methylphenol	ND		350	180	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
4-Bromophenyl phenyl ether	ND		180	26	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
4-Chloro-3-methylphenol	ND		180	45	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
4-Chloroaniline	ND		180	45	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
4-Chlorophenyl phenyl ether	ND		180	22	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
4-Methylphenol	ND		350	21	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
4-Nitroaniline	ND		350	95	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
4-Nitrophenol	ND		350	130	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
Acenaphthene	30	J	180	27	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
Acenaphthylene	100	J	180	24	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
Acetophenone	ND		180	25	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
Anthracene	160	J	180	45	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
Atrazine	ND		180	63	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
Benzaldehyde	ND		180	140	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
Benzo[a]anthracene	600		180	18	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
Benzo[a]pyrene	710	F2	180	27	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
Benzo[b]fluoranthene	850	F2	180	29	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
Benzo[g,h,i]perylene	530	F2	180	19	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
Benzo[k]fluoranthene	410		180	24	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
Bis(2-chloroethoxy)methane	ND		180	39	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
Bis(2-chloroethyl)ether	ND		180	24	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
Bis(2-ethylhexyl) phthalate	ND		180	62	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
Butyl benzyl phthalate	ND		180	30	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
Caprolactam	ND		180	55	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
Carbazole	90	J	180	21	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1
Chrysene	640		180	41	ug/Kg	☆	10/23/20 08:06	10/28/20 12:43	1

Eurofins TestAmerica, Buffalo

Client Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Client Sample ID: UST-3 (4-5)

Lab Sample ID: 480-176905-3

Date Collected: 10/20/20 16:50

Matrix: Solid

Date Received: 10/22/20 08:00

Percent Solids: 91.3

Method: 8270D - Semivolatile Organic Compounds (GC/MS) (Continued)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Di-n-butyl phthalate	ND		180	31	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1
Di-n-octyl phthalate	ND		180	21	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1
Dibenz(a,h)anthracene	150	J F2	180	32	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1
Dibenzofuran	40	J	180	21	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1
Diethyl phthalate	ND		180	24	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1
Dimethyl phthalate	ND		180	21	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1
Fluoranthene	1200		180	19	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1
Fluorene	48	J	180	21	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1
Hexachlorobenzene	ND		180	25	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1
Hexachlorobutadiene	ND		180	27	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1
Hexachlorocyclopentadiene	ND		180	25	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1
Hexachloroethane	ND		180	24	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1
Indeno[1,2,3-cd]pyrene	450	F2	180	22	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1
Isophorone	ND		180	39	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1
N-Nitrosodi-n-propylamine	ND		180	31	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1
N-Nitrosodiphenylamine	ND		180	150	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1
Naphthalene	36	J	180	24	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1
Nitrobenzene	ND		180	20	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1
Pentachlorophenol	ND		350	180	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1
Phenanthrene	730		180	27	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1
Phenol	ND		180	28	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1
Pyrene	1000		180	21	ug/Kg	☼	10/23/20 08:06	10/28/20 12:43	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
2,4,6-Tribromophenol	91		54 - 120	10/23/20 08:06	10/28/20 12:43	1
2-Fluorobiphenyl	102		60 - 120	10/23/20 08:06	10/28/20 12:43	1
2-Fluorophenol	89		52 - 120	10/23/20 08:06	10/28/20 12:43	1
Nitrobenzene-d5	94		53 - 120	10/23/20 08:06	10/28/20 12:43	1
p-Terphenyl-d14	101		79 - 130	10/23/20 08:06	10/28/20 12:43	1
Phenol-d5	95		54 - 120	10/23/20 08:06	10/28/20 12:43	1

Method: 8082A - Polychlorinated Biphenyls (PCBs) by Gas Chromatography

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-1016	ND		0.22	0.042	mg/Kg	☼	10/22/20 16:12	10/23/20 14:53	1
PCB-1221	ND		0.22	0.042	mg/Kg	☼	10/22/20 16:12	10/23/20 14:53	1
PCB-1232	ND		0.22	0.042	mg/Kg	☼	10/22/20 16:12	10/23/20 14:53	1
PCB-1242	ND		0.22	0.042	mg/Kg	☼	10/22/20 16:12	10/23/20 14:53	1
PCB-1248	ND		0.22	0.042	mg/Kg	☼	10/22/20 16:12	10/23/20 14:53	1
PCB-1254	ND		0.22	0.10	mg/Kg	☼	10/22/20 16:12	10/23/20 14:53	1
PCB-1260	ND		0.22	0.10	mg/Kg	☼	10/22/20 16:12	10/23/20 14:53	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
Tetrachloro-m-xylene	123		60 - 154	10/22/20 16:12	10/23/20 14:53	1
DCB Decachlorobiphenyl	133		65 - 174	10/22/20 16:12	10/23/20 14:53	1

Method: 6010C - Metals (ICP)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	7.1		2.1	0.42	mg/Kg	☼	10/23/20 17:01	10/24/20 22:52	1
Barium	94.2	B ^	0.53	0.12	mg/Kg	☼	10/23/20 17:01	10/24/20 22:52	1
Cadmium	2.4		0.21	0.032	mg/Kg	☼	10/23/20 17:01	10/24/20 22:52	1

Eurofins TestAmerica, Buffalo

Client Sample Results

Client: Asbestos & Environmental Consulting Corp
Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Client Sample ID: UST-3 (4-5)

Lab Sample ID: 480-176905-3

Date Collected: 10/20/20 16:50

Matrix: Solid

Date Received: 10/22/20 08:00

Percent Solids: 91.3

Method: 6010C - Metals (ICP) (Continued)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Chromium	34.5		0.53	0.21	mg/Kg	✳	10/23/20 17:01	10/24/20 22:52	1
Lead	146		1.1	0.25	mg/Kg	✳	10/23/20 17:01	10/24/20 22:52	1
Selenium	0.92	J	4.2	0.42	mg/Kg	✳	10/23/20 17:01	10/24/20 22:52	1
Silver	7.0		0.64	0.21	mg/Kg	✳	10/23/20 17:01	10/24/20 22:52	1

Method: 7471B - Mercury (CVAA)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	0.29		0.015	0.0061	mg/Kg	✳	10/30/20 15:31	10/30/20 18:26	1

Client Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Client Sample ID: UST-4 (5-6)

Lab Sample ID: 480-176905-4

Date Collected: 10/21/20 09:20

Matrix: Solid

Date Received: 10/22/20 08:00

Percent Solids: 55.2

Method: 8260C - Volatile Organic Compounds by GC/MS

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
1,1,1-Trichloroethane	ND		7.9	0.57	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
1,2-Dichlorobenzene	ND		7.9	0.62	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
1,1,2,2-Tetrachloroethane	ND		7.9	1.3	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
1,1,2-Trichloroethane	ND		7.9	1.0	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
1,1,2-Trichloro-1,2,2-trifluoroethane	ND		7.9	1.8	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
1,1-Dichloroethane	ND		7.9	0.96	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
1,1-Dichloroethene	ND		7.9	0.97	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
1,2,4-Trichlorobenzene	ND		7.9	0.48	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
1,2-Dibromo-3-Chloropropane	ND		7.9	3.9	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
1,2-Dichloroethane	ND		7.9	0.40	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
1,2-Dichloropropane	ND		7.9	3.9	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
1,3-Dichlorobenzene	ND		7.9	0.41	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
1,4-Dichlorobenzene	ND		7.9	1.1	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
2-Butanone (MEK)	24	J	39	2.9	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
2-Hexanone	ND		39	3.9	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
4-Methyl-2-pentanone (MIBK)	ND		39	2.6	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Acetone	120		39	6.6	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Benzene	ND		7.9	0.39	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Bromodichloromethane	ND		7.9	1.1	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Bromoform	ND		7.9	3.9	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Bromomethane	ND		7.9	0.71	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Carbon disulfide	ND		7.9	3.9	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Carbon tetrachloride	ND		7.9	0.76	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Chlorobenzene	ND		7.9	1.0	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Dibromochloromethane	ND		7.9	1.0	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Chloroethane	ND		7.9	1.8	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Chloroform	ND		7.9	0.49	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Chloromethane	ND		7.9	0.48	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
cis-1,2-Dichloroethene	ND		7.9	1.0	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
cis-1,3-Dichloropropene	ND		7.9	1.1	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Cyclohexane	ND		7.9	1.1	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Dichlorodifluoromethane	ND		7.9	0.65	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Ethylbenzene	ND		7.9	0.54	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
1,2-Dibromoethane	ND		7.9	1.0	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Isopropylbenzene	ND		7.9	1.2	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Methyl acetate	ND		39	4.8	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Methyl tert-butyl ether	ND		7.9	0.77	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Methylcyclohexane	ND		7.9	1.2	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Methylene Chloride	ND		7.9	3.6	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Styrene	ND		7.9	0.39	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Tetrachloroethene	ND		7.9	1.1	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Toluene	ND		7.9	0.60	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
trans-1,2-Dichloroethene	ND		7.9	0.81	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
trans-1,3-Dichloropropene	ND		7.9	3.5	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Trichloroethene	ND		7.9	1.7	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Trichlorofluoromethane	ND		7.9	0.75	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Vinyl chloride	ND		7.9	0.96	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1
Xylenes, Total	ND		16	1.3	ug/Kg	☼	10/22/20 08:30	10/23/20 00:22	1

Eurofins TestAmerica, Buffalo

Client Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Client Sample ID: UST-4 (5-6)

Lab Sample ID: 480-176905-4

Date Collected: 10/21/20 09:20

Matrix: Solid

Date Received: 10/22/20 08:00

Percent Solids: 55.2

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
Toluene-d8 (Surr)	96		71 - 125	10/22/20 08:30	10/23/20 00:22	1
1,2-Dichloroethane-d4 (Surr)	111		64 - 126	10/22/20 08:30	10/23/20 00:22	1
4-Bromofluorobenzene (Surr)	97		72 - 126	10/22/20 08:30	10/23/20 00:22	1
Dibromofluoromethane (Surr)	101		60 - 140	10/22/20 08:30	10/23/20 00:22	1

Method: 8270D - Semivolatile Organic Compounds (GC/MS)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Biphenyl	ND		3100	450	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
bis (2-chloroisopropyl) ether	ND		3100	610	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
2,4,5-Trichlorophenol	ND		3100	830	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
2,4,6-Trichlorophenol	ND		3100	610	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
2,4-Dichlorophenol	ND		3100	320	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
2,4-Dimethylphenol	ND		3100	740	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
2,4-Dinitrophenol	ND		30000	14000	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
2,4-Dinitrotoluene	ND		3100	630	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
2,6-Dinitrotoluene	ND		3100	360	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
2-Chloronaphthalene	ND		3100	500	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
2-Chlorophenol	ND		5900	560	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
2-Methylnaphthalene	ND		3100	610	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
2-Methylphenol	ND		3100	360	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
2-Nitroaniline	ND		5900	450	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
2-Nitrophenol	ND		3100	860	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
3,3'-Dichlorobenzidine	ND		5900	3600	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
3-Nitroaniline	ND		5900	850	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
4,6-Dinitro-2-methylphenol	ND		5900	3100	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
4-Bromophenyl phenyl ether	ND		3100	430	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
4-Chloro-3-methylphenol	ND		3100	760	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
4-Chloroaniline	ND		3100	760	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
4-Chlorophenyl phenyl ether	ND		3100	380	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
4-Methylphenol	ND		5900	360	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
4-Nitroaniline	ND		5900	1600	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
4-Nitrophenol	ND		5900	2100	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
Acenaphthene	ND		3100	450	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
Acenaphthylene	ND		3100	400	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
Acetophenone	ND		3100	410	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
Anthracene	ND		3100	760	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
Atrazine	ND		3100	1100	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
Benzaldehyde	ND		3100	2400	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
Benzo[a]anthracene	1500	J	3100	310	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
Benzo[a]pyrene	1900	J	3100	450	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
Benzo[b]fluoranthene	2600	J	3100	490	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
Benzo[g,h,i]perylene	1000	J	3100	320	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
Benzo[k]fluoranthene	970	J	3100	400	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
Bis(2-chloroethoxy)methane	ND		3100	650	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
Bis(2-chloroethyl)ether	ND		3100	400	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
Bis(2-ethylhexyl) phthalate	ND		3100	1000	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
Butyl benzyl phthalate	ND		3100	500	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
Caprolactam	ND		3100	920	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
Carbazole	ND		3100	360	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10
Chrysene	1400	J	3100	680	ug/Kg	☆	10/23/20 08:06	10/28/20 19:41	10

Eurofins TestAmerica, Buffalo

Client Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Client Sample ID: UST-4 (5-6)

Lab Sample ID: 480-176905-4

Date Collected: 10/21/20 09:20

Matrix: Solid

Date Received: 10/22/20 08:00

Percent Solids: 55.2

Method: 8270D - Semivolatile Organic Compounds (GC/MS) (Continued)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Di-n-butyl phthalate	ND		3100	520	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10
Di-n-octyl phthalate	ND		3100	360	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10
Dibenz(a,h)anthracene	ND		3100	540	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10
Dibenzofuran	ND		3100	360	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10
Diethyl phthalate	ND		3100	400	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10
Dimethyl phthalate	ND		3100	360	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10
Fluoranthene	4600		3100	320	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10
Fluorene	ND		3100	360	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10
Hexachlorobenzene	ND		3100	410	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10
Hexachlorobutadiene	ND		3100	450	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10
Hexachlorocyclopentadiene	ND		3100	410	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10
Hexachloroethane	ND		3100	400	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10
Indeno[1,2,3-cd]pyrene	930	J	3100	380	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10
Isophorone	ND		3100	650	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10
N-Nitrosodi-n-propylamine	ND		3100	520	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10
N-Nitrosodiphenylamine	ND		3100	2500	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10
Naphthalene	ND		3100	400	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10
Nitrobenzene	ND		3100	340	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10
Pentachlorophenol	ND		5900	3100	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10
Phenanthrene	1200	J	3100	450	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10
Phenol	ND		3100	470	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10
Pyrene	3200		3100	360	ug/Kg	☼	10/23/20 08:06	10/28/20 19:41	10

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
2,4,6-Tribromophenol	81		54 - 120	10/23/20 08:06	10/28/20 19:41	10
2-Fluorobiphenyl	68		60 - 120	10/23/20 08:06	10/28/20 19:41	10
2-Fluorophenol	52		52 - 120	10/23/20 08:06	10/28/20 19:41	10
Nitrobenzene-d5	63		53 - 120	10/23/20 08:06	10/28/20 19:41	10
p-Terphenyl-d14	66	X	79 - 130	10/23/20 08:06	10/28/20 19:41	10
Phenol-d5	60		54 - 120	10/23/20 08:06	10/28/20 19:41	10

Method: MA VPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
C5-C8 Aliphatics (adjusted)	0.24	J	0.25	0.010	mg/Kg			11/02/20 07:44	1
C9-C12 Aliphatics (adjusted)	ND		0.25	0.010	mg/Kg			11/02/20 07:44	1

Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Benzene	ND		0.082	0.016	mg/Kg	☼	10/30/20 08:45	10/30/20 11:01	1
C5-C8 Aliphatics (unadjusted)	0.29	J	0.41	0.016	mg/Kg	☼	10/30/20 08:45	10/30/20 11:01	1
C9-C10 Aromatics	0.093	J	0.41	0.016	mg/Kg	☼	10/30/20 08:45	10/30/20 11:01	1
C9-C12 Aliphatics (unadjusted)	0.12	J	0.41	0.016	mg/Kg	☼	10/30/20 08:45	10/30/20 11:01	1
Ethylbenzene	ND		0.082	0.016	mg/Kg	☼	10/30/20 08:45	10/30/20 11:01	1
Methyl tert-butyl ether	ND		0.082	0.016	mg/Kg	☼	10/30/20 08:45	10/30/20 11:01	1
m-Xylene & p-Xylene	0.023	J	0.16	0.016	mg/Kg	☼	10/30/20 08:45	10/30/20 11:01	1
Naphthalene	0.081	J B	0.082	0.016	mg/Kg	☼	10/30/20 08:45	10/30/20 11:01	1
o-Xylene	0.028	J	0.082	0.016	mg/Kg	☼	10/30/20 08:45	10/30/20 11:01	1
Toluene	0.048	J	0.082	0.016	mg/Kg	☼	10/30/20 08:45	10/30/20 11:01	1

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Client Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Client Sample ID: UST-4 (5-6)

Lab Sample ID: 480-176905-4

Date Collected: 10/21/20 09:20

Matrix: Solid

Date Received: 10/22/20 08:00

Percent Solids: 55.2

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
2,5-Dibromotoluene (fid)	132	X	70 - 130	10/30/20 08:45	10/30/20 11:01	1
2,5-Dibromotoluene (pid)	135	X	70 - 130	10/30/20 08:45	10/30/20 11:01	1

Method: 8082A - Polychlorinated Biphenyls (PCBs) by Gas Chromatography

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-1016	ND		0.43	0.083	mg/Kg	⊛	10/22/20 16:12	10/23/20 15:09	1
PCB-1221	ND		0.43	0.083	mg/Kg	⊛	10/22/20 16:12	10/23/20 15:09	1
PCB-1232	ND		0.43	0.083	mg/Kg	⊛	10/22/20 16:12	10/23/20 15:09	1
PCB-1242	ND		0.43	0.083	mg/Kg	⊛	10/22/20 16:12	10/23/20 15:09	1
PCB-1248	ND		0.43	0.083	mg/Kg	⊛	10/22/20 16:12	10/23/20 15:09	1
PCB-1254	ND		0.43	0.20	mg/Kg	⊛	10/22/20 16:12	10/23/20 15:09	1
PCB-1260	ND		0.43	0.20	mg/Kg	⊛	10/22/20 16:12	10/23/20 15:09	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
Tetrachloro-m-xylene	119		60 - 154	10/22/20 16:12	10/23/20 15:09	1
DCB Decachlorobiphenyl	126		65 - 174	10/22/20 16:12	10/23/20 15:09	1

Method: 6010C - Metals (ICP)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	23.9		3.5	0.71	mg/Kg	⊛	10/23/20 17:01	10/24/20 22:56	1
Barium	126	B ^	0.89	0.19	mg/Kg	⊛	10/23/20 17:01	10/24/20 22:56	1
Cadmium	0.82		0.35	0.053	mg/Kg	⊛	10/23/20 17:01	10/24/20 22:56	1
Chromium	81.4		0.89	0.35	mg/Kg	⊛	10/23/20 17:01	10/24/20 22:56	1
Lead	361		1.8	0.42	mg/Kg	⊛	10/23/20 17:01	10/24/20 22:56	1
Selenium	3.1	J	7.1	0.71	mg/Kg	⊛	10/23/20 17:01	10/24/20 22:56	1
Silver	0.35	J	1.1	0.35	mg/Kg	⊛	10/23/20 17:01	10/24/20 22:56	1

Method: 7471B - Mercury (CVAA)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	1.7		0.037	0.015	mg/Kg	⊛	10/30/20 15:31	10/30/20 18:27	1

Surrogate Summary

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Method: 8260C - Volatile Organic Compounds by GC/MS

Matrix: Solid

Prep Type: Total/NA

Lab Sample ID	Client Sample ID	Percent Surrogate Recovery (Acceptance Limits)			
		TOL (71-125)	DCA (64-126)	BFB (72-126)	DBFM (60-140)
480-176905-1	UST-1B (3-4)	97	111	90	103
480-176905-2	UST-5(1-2)	94	113	97	101
480-176905-3	UST-3 (4-5)	99	110	96	102
480-176905-4	UST-4 (5-6)	96	111	97	101
LCS 480-555287/1-A	Lab Control Sample	96	103	108	102
MB 480-555287/2-A	Method Blank	94	105	95	98

Surrogate Legend

TOL = Toluene-d8 (Surr)
 DCA = 1,2-Dichloroethane-d4 (Surr)
 BFB = 4-Bromofluorobenzene (Surr)
 DBFM = Dibromofluoromethane (Surr)

Method: 8270D - Semivolatile Organic Compounds (GC/MS)

Matrix: Solid

Prep Type: Total/NA

Lab Sample ID	Client Sample ID	Percent Surrogate Recovery (Acceptance Limits)					
		TBP (54-120)	FBP (60-120)	2FP (52-120)	NBZ (53-120)	TPHd14 (79-130)	PHL (54-120)
480-176905-1	UST-1B (3-4)	77	96	84	93	93	89
480-176905-2	UST-5(1-2)	65	95	72	82	86	78
480-176905-3	UST-3 (4-5)	91	102	89	94	101	95
480-176905-3 MS	UST-3 (4-5)	86	86	74	77	91	78
480-176905-3 MSD	UST-3 (4-5)	94	97	80	90	101	84
480-176905-4	UST-4 (5-6)	81	68	52	63	66 X	60
LCS 480-555373/2-A	Lab Control Sample	98	99	89	99	111	94
MB 480-555373/1-A	Method Blank	74	88	78	86	96	88

Surrogate Legend

TBP = 2,4,6-Tribromophenol
 FBP = 2-Fluorobiphenyl
 2FP = 2-Fluorophenol
 NBZ = Nitrobenzene-d5
 TPHd14 = p-Terphenyl-d14
 PHL = Phenol-d5

Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Matrix: Solid

Prep Type: Total/NA

Lab Sample ID	Client Sample ID	Percent Surrogate Recovery (Acceptance Limits)	
		25DBTf1 (70-130)	25DBTp2 (70-130)
480-176905-4	UST-4 (5-6)	132 X	135 X
LCS 480-556616/2-A	Lab Control Sample	104	106
LCSD 480-556616/3-A	Lab Control Sample Dup	102	103
MB 480-556616/1-A	Method Blank	99	99

Surrogate Legend

25DBTf = 2,5-Dibromotoluene (fid)
 25DBTp = 2,5-Dibromotoluene (pid)

Surrogate Summary

Client: Asbestos & Environmental Consulting Corp
Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Method: 8082A - Polychlorinated Biphenyls (PCBs) by Gas Chromatography

Matrix: Solid

Prep Type: Total/NA

Percent Surrogate Recovery (Acceptance Limits)

Lab Sample ID	Client Sample ID	TCX1 (60-154)	DCBP1 (65-174)
480-176905-1	UST-1B (3-4)	105	107
480-176905-2	UST-5(1-2)	99	120
480-176905-2 MS	UST-5(1-2)	114	141
480-176905-2 MSD	UST-5(1-2)	109	139
480-176905-3	UST-3 (4-5)	123	133
480-176905-4	UST-4 (5-6)	119	126
LCS 480-555294/2-A	Lab Control Sample	114	149
MB 480-555294/1-A	Method Blank	98	120

Surrogate Legend

TCX = Tetrachloro-m-xylene

DCBP = DCB Decachlorobiphenyl

QC Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Method: 8260C - Volatile Organic Compounds by GC/MS

Lab Sample ID: MB 480-555287/2-A
Matrix: Solid
Analysis Batch: 555315

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 555287

Analyte	MB	MB	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
1,1,1-Trichloroethane	ND		5.0	0.36	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
1,2-Dichlorobenzene	ND		5.0	0.39	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
1,1,2,2-Tetrachloroethane	ND		5.0	0.81	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
1,1,2-Trichloroethane	ND		5.0	0.65	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
1,1,2-Trichloro-1,2,2-trifluoroethane	ND		5.0	1.1	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
1,1-Dichloroethane	ND		5.0	0.61	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
1,1-Dichloroethene	ND		5.0	0.61	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
1,2,4-Trichlorobenzene	ND		5.0	0.30	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
1,2-Dibromo-3-Chloropropane	ND		5.0	2.5	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
1,2-Dichloroethane	ND		5.0	0.25	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
1,2-Dichloropropane	ND		5.0	2.5	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
1,3-Dichlorobenzene	ND		5.0	0.26	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
1,4-Dichlorobenzene	ND		5.0	0.70	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
2-Butanone (MEK)	ND		25	1.8	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
2-Hexanone	ND		25	2.5	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
4-Methyl-2-pentanone (MIBK)	ND		25	1.6	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Acetone	ND		25	4.2	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Benzene	ND		5.0	0.25	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Bromodichloromethane	ND		5.0	0.67	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Bromoform	ND		5.0	2.5	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Bromomethane	ND		5.0	0.45	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Carbon disulfide	ND		5.0	2.5	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Carbon tetrachloride	ND		5.0	0.48	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Chlorobenzene	ND		5.0	0.66	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Dibromochloromethane	ND		5.0	0.64	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Chloroethane	ND		5.0	1.1	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Chloroform	ND		5.0	0.31	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Chloromethane	ND		5.0	0.30	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
cis-1,2-Dichloroethene	ND		5.0	0.64	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
cis-1,3-Dichloropropene	ND		5.0	0.72	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Cyclohexane	ND		5.0	0.70	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Dichlorodifluoromethane	ND		5.0	0.41	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Ethylbenzene	ND		5.0	0.35	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
1,2-Dibromoethane	ND		5.0	0.64	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Isopropylbenzene	ND		5.0	0.75	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Methyl acetate	ND		25	3.0	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Methyl tert-butyl ether	ND		5.0	0.49	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Methylcyclohexane	ND		5.0	0.76	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Methylene Chloride	4.53	J	5.0	2.3	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Styrene	ND		5.0	0.25	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Tetrachloroethene	ND		5.0	0.67	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Toluene	ND		5.0	0.38	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
trans-1,2-Dichloroethene	ND		5.0	0.52	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
trans-1,3-Dichloropropene	ND		5.0	2.2	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Trichloroethene	ND		5.0	1.1	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Trichlorofluoromethane	ND		5.0	0.47	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Vinyl chloride	ND		5.0	0.61	ug/Kg		10/22/20 15:58	10/22/20 20:26	1
Xylenes, Total	ND		10	0.84	ug/Kg		10/22/20 15:58	10/22/20 20:26	1

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QC Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Method: 8260C - Volatile Organic Compounds by GC/MS (Continued)

Lab Sample ID: MB 480-555287/2-A
Matrix: Solid
Analysis Batch: 555315

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 555287

Surrogate	MB MB		Limits	Prepared	Analyzed	Dil Fac
	%Recovery	Qualifier				
Toluene-d8 (Surr)	94		71 - 125	10/22/20 15:58	10/22/20 20:26	1
1,2-Dichloroethane-d4 (Surr)	105		64 - 126	10/22/20 15:58	10/22/20 20:26	1
4-Bromofluorobenzene (Surr)	95		72 - 126	10/22/20 15:58	10/22/20 20:26	1
Dibromofluoromethane (Surr)	98		60 - 140	10/22/20 15:58	10/22/20 20:26	1

Lab Sample ID: LCS 480-555287/1-A
Matrix: Solid
Analysis Batch: 555315

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 555287

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	Limits
1,1,1-Trichloroethane	50.0	54.0		ug/Kg		108	77 - 121
1,2-Dichlorobenzene	50.0	45.7		ug/Kg		91	75 - 120
1,1,2,2-Tetrachloroethane	50.0	42.5		ug/Kg		85	80 - 120
1,1,2-Trichloroethane	50.0	47.3		ug/Kg		95	78 - 122
1,1,2-Trichloro-1,2,2-trifluoroethane	50.0	49.4		ug/Kg		99	60 - 140
1,1-Dichloroethane	50.0	50.7		ug/Kg		101	73 - 126
1,1-Dichloroethene	50.0	47.5		ug/Kg		95	59 - 125
1,2,4-Trichlorobenzene	50.0	48.4		ug/Kg		97	64 - 120
1,2-Dibromo-3-Chloropropane	50.0	39.6		ug/Kg		79	63 - 124
1,2-Dichloroethane	50.0	49.2		ug/Kg		98	77 - 122
1,2-Dichloropropane	50.0	49.6		ug/Kg		99	75 - 124
1,3-Dichlorobenzene	50.0	46.2		ug/Kg		92	74 - 120
1,4-Dichlorobenzene	50.0	45.7		ug/Kg		91	73 - 120
2-Butanone (MEK)	250	244		ug/Kg		98	70 - 134
2-Hexanone	250	239		ug/Kg		96	59 - 130
4-Methyl-2-pentanone (MIBK)	250	233		ug/Kg		93	65 - 133
Acetone	250	257		ug/Kg		103	61 - 137
Benzene	50.0	49.4		ug/Kg		99	79 - 127
Bromodichloromethane	50.0	53.5		ug/Kg		107	80 - 122
Bromoform	50.0	52.8		ug/Kg		106	68 - 126
Bromomethane	50.0	58.5		ug/Kg		117	37 - 149
Carbon disulfide	50.0	50.4		ug/Kg		101	64 - 131
Carbon tetrachloride	50.0	55.3		ug/Kg		111	75 - 135
Chlorobenzene	50.0	49.0		ug/Kg		98	76 - 124
Dibromochloromethane	50.0	52.1		ug/Kg		104	76 - 125
Chloroethane	50.0	56.2		ug/Kg		112	69 - 135
Chloroform	50.0	50.1		ug/Kg		100	80 - 120
Chloromethane	50.0	50.3		ug/Kg		101	63 - 127
cis-1,2-Dichloroethene	50.0	48.7		ug/Kg		97	81 - 120
cis-1,3-Dichloropropene	50.0	51.0		ug/Kg		102	80 - 120
Cyclohexane	50.0	50.4		ug/Kg		101	65 - 120
Dichlorodifluoromethane	50.0	47.4		ug/Kg		95	57 - 142
Ethylbenzene	50.0	49.0		ug/Kg		98	80 - 120
1,2-Dibromoethane	50.0	45.0		ug/Kg		90	78 - 120
Isopropylbenzene	50.0	46.1		ug/Kg		92	72 - 120
Methyl acetate	100	91.2		ug/Kg		91	55 - 136
Methyl tert-butyl ether	50.0	48.7		ug/Kg		97	63 - 125
Methylcyclohexane	50.0	50.3		ug/Kg		101	60 - 140

Eurofins TestAmerica, Buffalo

QC Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Method: 8260C - Volatile Organic Compounds by GC/MS (Continued)

Lab Sample ID: LCS 480-555287/1-A
Matrix: Solid
Analysis Batch: 555315

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 555287

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Methylene Chloride	50.0	32.3		ug/Kg		65	61 - 127
Styrene	50.0	48.0		ug/Kg		96	80 - 120
Tetrachloroethene	50.0	51.6		ug/Kg		103	74 - 122
Toluene	50.0	47.2		ug/Kg		94	74 - 128
trans-1,2-Dichloroethene	50.0	49.8		ug/Kg		100	78 - 126
Trichloroethene	50.0	50.3		ug/Kg		101	77 - 129
Trichlorofluoromethane	50.0	52.4		ug/Kg		105	65 - 146
Vinyl chloride	50.0	52.5		ug/Kg		105	61 - 133

Surrogate	LCS %Recovery	LCS Qualifier	Limits
Toluene-d8 (Surr)	96		71 - 125
1,2-Dichloroethane-d4 (Surr)	103		64 - 126
4-Bromofluorobenzene (Surr)	108		72 - 126
Dibromofluoromethane (Surr)	102		60 - 140

Method: 8270D - Semivolatile Organic Compounds (GC/MS)

Lab Sample ID: MB 480-555373/1-A
Matrix: Solid
Analysis Batch: 556163

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 555373

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Biphenyl	ND		170	25	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
bis (2-chloroisopropyl) ether	ND		170	34	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
2,4,5-Trichlorophenol	ND		170	45	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
2,4,6-Trichlorophenol	ND		170	34	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
2,4-Dichlorophenol	ND		170	18	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
2,4-Dimethylphenol	ND		170	40	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
2,4-Dinitrophenol	ND		1600	770	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
2,4-Dinitrotoluene	ND		170	35	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
2,6-Dinitrotoluene	ND		170	20	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
2-Chloronaphthalene	ND		170	28	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
2-Chlorophenol	ND		330	31	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
2-Methylnaphthalene	ND		170	34	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
2-Methylphenol	ND		170	20	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
2-Nitroaniline	ND		330	25	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
2-Nitrophenol	ND		170	47	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
3,3'-Dichlorobenzidine	ND		330	200	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
3-Nitroaniline	ND		330	46	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
4,6-Dinitro-2-methylphenol	ND		330	170	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
4-Bromophenyl phenyl ether	ND		170	24	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
4-Chloro-3-methylphenol	ND		170	41	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
4-Chloroaniline	ND		170	41	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
4-Chlorophenyl phenyl ether	ND		170	21	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
4-Methylphenol	ND		330	20	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
4-Nitroaniline	ND		330	88	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
4-Nitrophenol	ND		330	120	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Acenaphthene	ND		170	25	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Acenaphthylene	ND		170	22	ug/Kg		10/23/20 08:06	10/28/20 11:05	1

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QC Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Method: 8270D - Semivolatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: MB 480-555373/1-A
Matrix: Solid
Analysis Batch: 556163

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 555373

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Acetophenone	ND		170	23	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Anthracene	ND		170	41	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Atrazine	ND		170	58	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Benzaldehyde	ND		170	130	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Benzo[a]anthracene	ND		170	17	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Benzo[a]pyrene	ND		170	25	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Benzo[b]fluoranthene	ND		170	27	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Benzo[g,h,i]perylene	ND		170	18	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Benzo[k]fluoranthene	ND		170	22	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Bis(2-chloroethoxy)methane	ND		170	36	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Bis(2-chloroethyl)ether	ND		170	22	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Bis(2-ethylhexyl) phthalate	ND		170	57	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Butyl benzyl phthalate	ND		170	28	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Caprolactam	ND		170	50	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Carbazole	ND		170	20	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Chrysene	ND		170	37	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Di-n-butyl phthalate	ND		170	29	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Di-n-octyl phthalate	ND		170	20	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Dibenz(a,h)anthracene	ND		170	30	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Dibenzofuran	ND		170	20	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Diethyl phthalate	ND		170	22	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Dimethyl phthalate	ND		170	20	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Fluoranthene	ND		170	18	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Fluorene	ND		170	20	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Hexachlorobenzene	ND		170	23	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Hexachlorobutadiene	ND		170	25	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Hexachlorocyclopentadiene	ND		170	23	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Hexachloroethane	ND		170	22	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Indeno[1,2,3-cd]pyrene	ND		170	21	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Isophorone	ND		170	36	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
N-Nitrosodi-n-propylamine	ND		170	29	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
N-Nitrosodiphenylamine	ND		170	140	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Naphthalene	ND		170	22	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Nitrobenzene	ND		170	19	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Pentachlorophenol	ND		330	170	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Phenanthrene	ND		170	25	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Phenol	ND		170	26	ug/Kg		10/23/20 08:06	10/28/20 11:05	1
Pyrene	ND		170	20	ug/Kg		10/23/20 08:06	10/28/20 11:05	1

Surrogate	MB %Recovery	MB Qualifier	Limits	Prepared	Analyzed	Dil Fac
2,4,6-Tribromophenol	74		54 - 120	10/23/20 08:06	10/28/20 11:05	1
2-Fluorobiphenyl	88		60 - 120	10/23/20 08:06	10/28/20 11:05	1
2-Fluorophenol	78		52 - 120	10/23/20 08:06	10/28/20 11:05	1
Nitrobenzene-d5	86		53 - 120	10/23/20 08:06	10/28/20 11:05	1
p-Terphenyl-d14	96		79 - 130	10/23/20 08:06	10/28/20 11:05	1
Phenol-d5	88		54 - 120	10/23/20 08:06	10/28/20 11:05	1

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QC Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Method: 8270D - Semivolatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: LCS 480-555373/2-A
Matrix: Solid
Analysis Batch: 556163

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 555373

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	Limits
Biphenyl	1670	1470		ug/Kg		88	59 - 120
bis (2-chloroisopropyl) ether	1670	1470		ug/Kg		88	44 - 120
2,4,5-Trichlorophenol	1670	1500		ug/Kg		90	59 - 126
2,4,6-Trichlorophenol	1670	1490		ug/Kg		90	59 - 123
2,4-Dichlorophenol	1670	1530		ug/Kg		92	61 - 120
2,4-Dimethylphenol	1670	1540		ug/Kg		93	59 - 120
2,4-Dinitrophenol	3330	2920		ug/Kg		88	41 - 146
2,4-Dinitrotoluene	1670	1490		ug/Kg		90	63 - 120
2,6-Dinitrotoluene	1670	1470		ug/Kg		89	66 - 120
2-Chloronaphthalene	1670	1480		ug/Kg		89	57 - 120
2-Chlorophenol	1670	1350		ug/Kg		81	53 - 120
2-Methylnaphthalene	1670	1470		ug/Kg		88	59 - 120
2-Methylphenol	1670	1390		ug/Kg		84	54 - 120
2-Nitroaniline	1670	1630		ug/Kg		98	61 - 120
2-Nitrophenol	1670	1490		ug/Kg		90	56 - 120
3,3'-Dichlorobenzidine	3330	2620		ug/Kg		79	54 - 120
3-Nitroaniline	1670	1320		ug/Kg		79	48 - 120
4,6-Dinitro-2-methylphenol	3330	2920		ug/Kg		88	49 - 122
4-Bromophenyl phenyl ether	1670	1500		ug/Kg		90	58 - 120
4-Chloro-3-methylphenol	1670	1540		ug/Kg		93	61 - 120
4-Chloroaniline	1670	1340		ug/Kg		80	38 - 120
4-Chlorophenyl phenyl ether	1670	1470		ug/Kg		88	63 - 124
4-Methylphenol	1670	1450		ug/Kg		87	55 - 120
4-Nitroaniline	1670	1400		ug/Kg		84	56 - 120
4-Nitrophenol	3330	3150		ug/Kg		94	43 - 147
Acenaphthene	1670	1510		ug/Kg		90	62 - 120
Acenaphthylene	1670	1540		ug/Kg		92	58 - 121
Acetophenone	1670	1440		ug/Kg		87	54 - 120
Anthracene	1670	1510		ug/Kg		91	62 - 120
Atrazine	3330	3090		ug/Kg		93	60 - 127
Benzaldehyde	3330	3370	E	ug/Kg		101	10 - 150
Benzo[a]anthracene	1670	1480		ug/Kg		89	65 - 120
Benzo[a]pyrene	1670	1670		ug/Kg		100	64 - 120
Benzo[b]fluoranthene	1670	1700		ug/Kg		102	64 - 120
Benzo[g,h,i]perylene	1670	1660		ug/Kg		100	45 - 145
Benzo[k]fluoranthene	1670	1800		ug/Kg		108	65 - 120
Bis(2-chloroethoxy)methane	1670	1520		ug/Kg		91	55 - 120
Bis(2-chloroethyl)ether	1670	1350		ug/Kg		81	45 - 120
Bis(2-ethylhexyl) phthalate	1670	1700		ug/Kg		102	61 - 133
Butyl benzyl phthalate	1670	1670		ug/Kg		100	61 - 129
Caprolactam	3330	3300		ug/Kg		99	47 - 120
Carbazole	1670	1450		ug/Kg		87	65 - 120
Chrysene	1670	1460		ug/Kg		88	64 - 120
Di-n-butyl phthalate	1670	1570		ug/Kg		94	58 - 130
Di-n-octyl phthalate	1670	1600		ug/Kg		96	57 - 133
Dibenz(a,h)anthracene	1670	1700		ug/Kg		102	54 - 132
Dibenzofuran	1670	1510		ug/Kg		91	63 - 120
Diethyl phthalate	1670	1600		ug/Kg		96	66 - 120

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QC Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Method: 8270D - Semivolatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: LCS 480-555373/2-A
Matrix: Solid
Analysis Batch: 556163

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 555373

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Dimethyl phthalate	1670	1590		ug/Kg		95	65 - 124
Fluoranthene	1670	1430		ug/Kg		86	62 - 120
Fluorene	1670	1510		ug/Kg		91	63 - 120
Hexachlorobenzene	1670	1460		ug/Kg		88	60 - 120
Hexachlorobutadiene	1670	1420		ug/Kg		85	45 - 120
Hexachlorocyclopentadiene	1670	1520		ug/Kg		91	47 - 120
Hexachloroethane	1670	1300		ug/Kg		78	41 - 120
Indeno[1,2,3-cd]pyrene	1670	1660		ug/Kg		100	56 - 134
Isophorone	1670	1550		ug/Kg		93	56 - 120
N-Nitrosodi-n-propylamine	1670	1490		ug/Kg		90	52 - 120
Naphthalene	1670	1370		ug/Kg		82	55 - 120
Nitrobenzene	1670	1470		ug/Kg		88	54 - 120
Pentachlorophenol	3330	2780		ug/Kg		83	51 - 120
Phenanthrene	1670	1470		ug/Kg		88	60 - 120
Phenol	1670	1280		ug/Kg		77	53 - 120
Pyrene	1670	1640		ug/Kg		99	61 - 133

Surrogate	LCS %Recovery	LCS Qualifier	Limits
2,4,6-Tribromophenol	98		54 - 120
2-Fluorobiphenyl	99		60 - 120
2-Fluorophenol	89		52 - 120
Nitrobenzene-d5	99		53 - 120
p-Terphenyl-d14	111		79 - 130
Phenol-d5	94		54 - 120

Lab Sample ID: 480-176905-3 MS
Matrix: Solid
Analysis Batch: 556163

Client Sample ID: UST-3 (4-5)
Prep Type: Total/NA
Prep Batch: 555373

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec. Limits
Biphenyl	ND		1800	1360		ug/Kg	☼	76	58 - 120
bis (2-chloroisopropyl) ether	ND		1800	1260		ug/Kg	☼	70	31 - 120
2,4,5-Trichlorophenol	ND		1800	1380		ug/Kg	☼	76	46 - 120
2,4,6-Trichlorophenol	ND		1800	1410		ug/Kg	☼	78	41 - 123
2,4-Dichlorophenol	ND		1800	1340		ug/Kg	☼	74	45 - 120
2,4-Dimethylphenol	ND		1800	1360		ug/Kg	☼	75	52 - 120
2,4-Dinitrophenol	ND		3610	2130		ug/Kg	☼	59	41 - 146
2,4-Dinitrotoluene	ND		1800	1420		ug/Kg	☼	79	63 - 125
2,6-Dinitrotoluene	ND		1800	1370		ug/Kg	☼	76	66 - 120
2-Chloronaphthalene	ND		1800	1370		ug/Kg	☼	76	57 - 120
2-Chlorophenol	ND		1800	1200		ug/Kg	☼	66	43 - 120
2-Methylnaphthalene	ND		1800	1310		ug/Kg	☼	73	55 - 120
2-Methylphenol	ND		1800	1260		ug/Kg	☼	70	48 - 120
2-Nitroaniline	ND		1800	1470		ug/Kg	☼	82	61 - 120
2-Nitrophenol	ND	F2	1800	1220		ug/Kg	☼	68	37 - 120
3,3'-Dichlorobenzidine	ND		3610	2430		ug/Kg	☼	67	37 - 126
3-Nitroaniline	ND		1800	1200		ug/Kg	☼	66	48 - 120
4,6-Dinitro-2-methylphenol	ND		3610	2550		ug/Kg	☼	71	23 - 149

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QC Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Method: 8270D - Semivolatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: 480-176905-3 MS

Matrix: Solid

Analysis Batch: 556163

Client Sample ID: UST-3 (4-5)

Prep Type: Total/NA

Prep Batch: 555373

Analyte	Sample	Sample	Spike	MS	MS	Unit	D	%Rec	%Rec. Limits
	Result	Qualifier	Added	Result	Qualifier				
4-Bromophenyl phenyl ether	ND		1800	1410		ug/Kg	*	78	58 - 120
4-Chloro-3-methylphenol	ND		1800	1340		ug/Kg	*	74	49 - 125
4-Chloroaniline	ND		1800	1070		ug/Kg	*	59	38 - 120
4-Chlorophenyl phenyl ether	ND		1800	1350		ug/Kg	*	75	63 - 124
4-Methylphenol	ND		1800	1300		ug/Kg	*	72	50 - 120
4-Nitroaniline	ND		1800	1140		ug/Kg	*	63	47 - 120
4-Nitrophenol	ND		3610	2990		ug/Kg	*	83	31 - 147
Acenaphthene	30	J	1800	1380		ug/Kg	*	75	60 - 120
Acenaphthylene	100	J	1800	1460		ug/Kg	*	75	58 - 121
Acetophenone	ND		1800	1240		ug/Kg	*	69	47 - 120
Anthracene	160	J	1800	1600		ug/Kg	*	80	62 - 120
Atrazine	ND		3610	2800		ug/Kg	*	78	60 - 150
Benzaldehyde	ND		3610	3050	E	ug/Kg	*	84	10 - 150
Benzo[a]anthracene	600		1800	2050		ug/Kg	*	80	65 - 120
Benzo[a]pyrene	710	F2	1800	2190		ug/Kg	*	83	64 - 120
Benzo[b]fluoranthene	850	F2	1800	2290		ug/Kg	*	80	10 - 150
Benzo[g,h,i]perylene	530	F2	1800	2150		ug/Kg	*	90	45 - 145
Benzo[k]fluoranthene	410		1800	1860		ug/Kg	*	81	23 - 150
Bis(2-chloroethoxy)methane	ND		1800	1300		ug/Kg	*	72	52 - 120
Bis(2-chloroethyl)ether	ND		1800	1210		ug/Kg	*	67	45 - 120
Bis(2-ethylhexyl) phthalate	ND		1800	1580		ug/Kg	*	88	61 - 133
Butyl benzyl phthalate	ND		1800	1530		ug/Kg	*	85	61 - 120
Caprolactam	ND		3610	2820		ug/Kg	*	78	37 - 133
Carbazole	90	J	1800	1410		ug/Kg	*	73	59 - 120
Chrysene	640		1800	2050		ug/Kg	*	78	64 - 120
Di-n-butyl phthalate	ND		1800	1470		ug/Kg	*	82	58 - 130
Di-n-octyl phthalate	ND		1800	1580		ug/Kg	*	87	57 - 133
Dibenz(a,h)anthracene	150	J F2	1800	1750		ug/Kg	*	89	54 - 132
Dibenzofuran	40	J	1800	1430		ug/Kg	*	77	62 - 120
Diethyl phthalate	ND		1800	1450		ug/Kg	*	80	66 - 120
Dimethyl phthalate	ND		1800	1440		ug/Kg	*	80	65 - 124
Fluoranthene	1200		1800	2500		ug/Kg	*	73	62 - 120
Fluorene	48	J	1800	1400		ug/Kg	*	75	63 - 120
Hexachlorobenzene	ND		1800	1330		ug/Kg	*	74	60 - 120
Hexachlorobutadiene	ND		1800	1160		ug/Kg	*	64	45 - 120
Hexachlorocyclopentadiene	ND		1800	1250		ug/Kg	*	69	31 - 120
Hexachloroethane	ND		1800	1040		ug/Kg	*	57	21 - 120
Indeno[1,2,3-cd]pyrene	450	F2	1800	2010		ug/Kg	*	86	56 - 134
Isophorone	ND		1800	1320		ug/Kg	*	73	56 - 120
N-Nitrosodi-n-propylamine	ND		1800	1290		ug/Kg	*	71	46 - 120
Naphthalene	36	J	1800	1220		ug/Kg	*	66	46 - 120
Nitrobenzene	ND		1800	1260		ug/Kg	*	70	49 - 120
Pentachlorophenol	ND		3610	2390		ug/Kg	*	66	25 - 136
Phenanthrene	730		1800	2230		ug/Kg	*	83	60 - 122
Phenol	ND		1800	1130		ug/Kg	*	62	50 - 120
Pyrene	1000		1800	2540		ug/Kg	*	83	61 - 133

Eurofins TestAmerica, Buffalo

QC Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Method: 8270D - Semivolatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: 480-176905-3 MS

Matrix: Solid

Analysis Batch: 556163

Client Sample ID: UST-3 (4-5)

Prep Type: Total/NA

Prep Batch: 555373

Surrogate	MS MS		Limits
	%Recovery	Qualifier	
2,4,6-Tribromophenol	86		54 - 120
2-Fluorobiphenyl	86		60 - 120
2-Fluorophenol	74		52 - 120
Nitrobenzene-d5	77		53 - 120
p-Terphenyl-d14	91		79 - 130
Phenol-d5	78		54 - 120

Lab Sample ID: 480-176905-3 MSD

Matrix: Solid

Analysis Batch: 556163

Client Sample ID: UST-3 (4-5)

Prep Type: Total/NA

Prep Batch: 555373

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD		Unit	D	%Rec	%Rec.		RPD	Limit
				Result	Qualifier				Limits	RPD		
Biphenyl	ND		1800	1570		ug/Kg	☼	87	58 - 120	14	20	
bis (2-chloroisopropyl) ether	ND		1800	1370		ug/Kg	☼	76	31 - 120	8	24	
2,4,5-Trichlorophenol	ND		1800	1510		ug/Kg	☼	84	46 - 120	9	18	
2,4,6-Trichlorophenol	ND		1800	1580		ug/Kg	☼	87	41 - 123	11	19	
2,4-Dichlorophenol	ND		1800	1500		ug/Kg	☼	83	45 - 120	11	19	
2,4-Dimethylphenol	ND		1800	1500		ug/Kg	☼	83	52 - 120	10	42	
2,4-Dinitrophenol	ND		3610	2360		ug/Kg	☼	66	41 - 146	10	22	
2,4-Dinitrotoluene	ND		1800	1500		ug/Kg	☼	83	63 - 125	5	20	
2,6-Dinitrotoluene	ND		1800	1470		ug/Kg	☼	81	66 - 120	7	15	
2-Chloronaphthalene	ND		1800	1520		ug/Kg	☼	84	57 - 120	10	21	
2-Chlorophenol	ND		1800	1320		ug/Kg	☼	73	43 - 120	9	25	
2-Methylnaphthalene	ND		1800	1420		ug/Kg	☼	78	55 - 120	8	21	
2-Methylphenol	ND		1800	1300		ug/Kg	☼	72	48 - 120	3	27	
2-Nitroaniline	ND		1800	1630		ug/Kg	☼	90	61 - 120	10	15	
2-Nitrophenol	ND	F2	1800	1470	F2	ug/Kg	☼	82	37 - 120	19	18	
3,3'-Dichlorobenzidine	ND		3610	2480		ug/Kg	☼	69	37 - 126	2	25	
3-Nitroaniline	ND		1800	1150		ug/Kg	☼	64	48 - 120	4	19	
4,6-Dinitro-2-methylphenol	ND		3610	2810		ug/Kg	☼	78	23 - 149	10	15	
4-Bromophenyl phenyl ether	ND		1800	1600		ug/Kg	☼	89	58 - 120	13	15	
4-Chloro-3-methylphenol	ND		1800	1490		ug/Kg	☼	83	49 - 125	11	27	
4-Chloroaniline	ND		1800	1010		ug/Kg	☼	56	38 - 120	6	22	
4-Chlorophenyl phenyl ether	ND		1800	1500		ug/Kg	☼	83	63 - 124	10	16	
4-Methylphenol	ND		1800	1350		ug/Kg	☼	75	50 - 120	4	24	
4-Nitroaniline	ND		1800	1040		ug/Kg	☼	58	47 - 120	9	24	
4-Nitrophenol	ND		3610	3100		ug/Kg	☼	86	31 - 147	4	25	
Acenaphthene	30	J	1800	1520		ug/Kg	☼	83	60 - 120	10	35	
Acenaphthylene	100	J	1800	1660		ug/Kg	☼	86	58 - 121	13	18	
Acetophenone	ND		1800	1370		ug/Kg	☼	76	47 - 120	10	20	
Anthracene	160	J	1800	1730		ug/Kg	☼	87	62 - 120	8	15	
Atrazine	ND		3610	2880		ug/Kg	☼	80	60 - 150	3	20	
Benzaldehyde	ND		3610	3270	E	ug/Kg	☼	91	10 - 150	7	20	
Benzo[a]anthracene	600		1800	2340		ug/Kg	☼	97	65 - 120	13	15	
Benzo[a]pyrene	710	F2	1800	2610	F2	ug/Kg	☼	106	64 - 120	17	15	
Benzo[b]fluoranthene	850	F2	1800	2890	F2	ug/Kg	☼	113	10 - 150	23	15	
Benzo[g,h,i]perylene	530	F2	1800	2620	F2	ug/Kg	☼	116	45 - 145	20	15	
Benzo[k]fluoranthene	410		1800	2050		ug/Kg	☼	91	23 - 150	10	22	

Eurofins TestAmerica, Buffalo

QC Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Method: 8270D - Semivolatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: 480-176905-3 MSD

Matrix: Solid

Analysis Batch: 556163

Client Sample ID: UST-3 (4-5)

Prep Type: Total/NA

Prep Batch: 555373

Analyte	Sample	Sample	Spike	MSD	MSD	Unit	D	%Rec	%Rec.	RPD	RPD
	Result	Qualifier	Added	Result	Qualifier						
Bis(2-chloroethoxy)methane	ND		1800	1480		ug/Kg	*	82	52 - 120	13	17
Bis(2-chloroethyl)ether	ND		1800	1340		ug/Kg	*	75	45 - 120	11	21
Bis(2-ethylhexyl) phthalate	ND		1800	1790		ug/Kg	*	99	61 - 133	12	15
Butyl benzyl phthalate	ND		1800	1780		ug/Kg	*	99	61 - 120	15	16
Caprolactam	ND		3610	2900		ug/Kg	*	80	37 - 133	3	20
Carbazole	90	J	1800	1380		ug/Kg	*	71	59 - 120	2	20
Chrysene	640		1800	2340		ug/Kg	*	94	64 - 120	13	15
Di-n-butyl phthalate	ND		1800	1600		ug/Kg	*	89	58 - 130	8	15
Di-n-octyl phthalate	ND		1800	1710		ug/Kg	*	95	57 - 133	8	16
Dibenz(a,h)anthracene	150	J F2	1800	2130	F2	ug/Kg	*	110	54 - 132	20	15
Dibenzofuran	40	J	1800	1500		ug/Kg	*	81	62 - 120	4	15
Diethyl phthalate	ND		1800	1590		ug/Kg	*	88	66 - 120	9	15
Dimethyl phthalate	ND		1800	1610		ug/Kg	*	89	65 - 124	11	15
Fluoranthene	1200		1800	2640		ug/Kg	*	81	62 - 120	6	15
Fluorene	48	J	1800	1550		ug/Kg	*	83	63 - 120	10	15
Hexachlorobenzene	ND		1800	1520		ug/Kg	*	84	60 - 120	13	15
Hexachlorobutadiene	ND		1800	1370		ug/Kg	*	76	45 - 120	16	44
Hexachlorocyclopentadiene	ND		1800	1490		ug/Kg	*	83	31 - 120	17	49
Hexachloroethane	ND		1800	1200		ug/Kg	*	66	21 - 120	15	46
Indeno[1,2,3-cd]pyrene	450	F2	1800	2530	F2	ug/Kg	*	115	56 - 134	23	15
Isophorone	ND		1800	1530		ug/Kg	*	85	56 - 120	14	17
N-Nitrosodi-n-propylamine	ND		1800	1410		ug/Kg	*	78	46 - 120	10	31
Naphthalene	36	J	1800	1390		ug/Kg	*	75	46 - 120	13	29
Nitrobenzene	ND		1800	1430		ug/Kg	*	79	49 - 120	13	24
Pentachlorophenol	ND		3610	2780		ug/Kg	*	77	25 - 136	15	35
Phenanthrene	730		1800	2230		ug/Kg	*	83	60 - 122	0	15
Phenol	ND		1800	1290		ug/Kg	*	72	50 - 120	14	35
Pyrene	1000		1800	3070		ug/Kg	*	112	61 - 133	19	35

Surrogate	MSD %Recovery	MSD Qualifier	MSD Limits
2,4,6-Tribromophenol	94		54 - 120
2-Fluorobiphenyl	97		60 - 120
2-Fluorophenol	80		52 - 120
Nitrobenzene-d5	90		53 - 120
p-Terphenyl-d14	101		79 - 130
Phenol-d5	84		54 - 120

Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Lab Sample ID: MB 480-556616/1-A

Matrix: Solid

Analysis Batch: 556611

Client Sample ID: Method Blank

Prep Type: Total/NA

Prep Batch: 556616

Analyte	MB	MB	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
Benzene	ND		0.050	0.010	mg/Kg		10/30/20 08:45	10/30/20 09:01	1
C5-C8 Aliphatics (unadjusted)	ND		0.25	0.010	mg/Kg		10/30/20 08:45	10/30/20 09:01	1
C9-C10 Aromatics	ND		0.25	0.010	mg/Kg		10/30/20 08:45	10/30/20 09:01	1
C9-C12 Aliphatics (unadjusted)	ND		0.25	0.010	mg/Kg		10/30/20 08:45	10/30/20 09:01	1
Ethylbenzene	ND		0.050	0.010	mg/Kg		10/30/20 08:45	10/30/20 09:01	1

Eurofins TestAmerica, Buffalo

QC Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC) (Continued)

Lab Sample ID: MB 480-556616/1-A
Matrix: Solid
Analysis Batch: 556611

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 556616

Analyte	MB	MB	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
Methyl tert-butyl ether	ND		0.050	0.010	mg/Kg		10/30/20 08:45	10/30/20 09:01	1
m-Xylene & p-Xylene	ND		0.10	0.010	mg/Kg		10/30/20 08:45	10/30/20 09:01	1
Naphthalene	0.0339	J	0.050	0.010	mg/Kg		10/30/20 08:45	10/30/20 09:01	1
o-Xylene	ND		0.050	0.010	mg/Kg		10/30/20 08:45	10/30/20 09:01	1
Toluene	ND		0.050	0.010	mg/Kg		10/30/20 08:45	10/30/20 09:01	1

Surrogate	MB	MB	Limits	Prepared	Analyzed	Dil Fac
	%Recovery	Qualifier				
2,5-Dibromotoluene (fid)	99		70 - 130	10/30/20 08:45	10/30/20 09:01	1
2,5-Dibromotoluene (pid)	99		70 - 130	10/30/20 08:45	10/30/20 09:01	1

Lab Sample ID: LCS 480-556616/2-A
Matrix: Solid
Analysis Batch: 556611

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 556616

Analyte	Spike Added	LCS	LCS	Unit	D	%Rec	Limits
		Result	Qualifier				
Benzene	0.250	0.231		mg/Kg		92	70 - 130
C5-C8 Aliphatics (unadjusted)	0.750	0.618		mg/Kg		82	70 - 130
C9-C10 Aromatics	0.250	0.223	J	mg/Kg		89	70 - 130
C9-C12 Aliphatics (unadjusted)	0.750	0.679		mg/Kg		91	70 - 130
Ethylbenzene	0.250	0.234		mg/Kg		94	70 - 130
Methyl tert-butyl ether	0.250	0.230		mg/Kg		92	70 - 130
m-Xylene & p-Xylene	0.500	0.475		mg/Kg		95	70 - 130
Naphthalene	0.250	0.219		mg/Kg		88	70 - 130
o-Xylene	0.250	0.234		mg/Kg		94	70 - 130
Toluene	0.250	0.233		mg/Kg		93	70 - 130

Surrogate	LCS	LCS	Limits
	%Recovery	Qualifier	
2,5-Dibromotoluene (fid)	104		70 - 130
2,5-Dibromotoluene (pid)	106		70 - 130

Lab Sample ID: LCSD 480-556616/3-A
Matrix: Solid
Analysis Batch: 556611

Client Sample ID: Lab Control Sample Dup
Prep Type: Total/NA
Prep Batch: 556616

Analyte	Spike Added	LCSD	LCSD	Unit	D	%Rec	Limits	RPD	Limit
		Result	Qualifier						
Benzene	0.250	0.225		mg/Kg		90	70 - 130	2	25
C5-C8 Aliphatics (unadjusted)	0.750	0.596		mg/Kg		80	70 - 130	4	25
C9-C10 Aromatics	0.250	0.212	J	mg/Kg		85	70 - 130	5	25
C9-C12 Aliphatics (unadjusted)	0.750	0.631		mg/Kg		84	70 - 130	7	25
Ethylbenzene	0.250	0.230		mg/Kg		92	70 - 130	2	25
Methyl tert-butyl ether	0.250	0.226		mg/Kg		90	70 - 130	2	25
m-Xylene & p-Xylene	0.500	0.461		mg/Kg		92	70 - 130	3	25
Naphthalene	0.250	0.217		mg/Kg		87	70 - 130	1	25
o-Xylene	0.250	0.228		mg/Kg		91	70 - 130	3	25
Toluene	0.250	0.228		mg/Kg		91	70 - 130	2	25

Surrogate	LCSD	LCSD	Limits
	%Recovery	Qualifier	
2,5-Dibromotoluene (fid)	102		70 - 130

Eurofins TestAmerica, Buffalo

QC Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC) (Continued)

Lab Sample ID: LCSD 480-556616/3-A
 Matrix: Solid
 Analysis Batch: 556611

Client Sample ID: Lab Control Sample Dup
 Prep Type: Total/NA
 Prep Batch: 556616

Surrogate	LCSD %Recovery	LCSD Qualifier	Limits
2,5-Dibromotoluene (pid)	103		70 - 130

Method: 8082A - Polychlorinated Biphenyls (PCBs) by Gas Chromatography

Lab Sample ID: MB 480-555294/1-A
 Matrix: Solid
 Analysis Batch: 555371

Client Sample ID: Method Blank
 Prep Type: Total/NA
 Prep Batch: 555294

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-1016	ND		0.23	0.045	mg/Kg		10/22/20 16:12	10/23/20 11:10	1
PCB-1221	ND		0.23	0.045	mg/Kg		10/22/20 16:12	10/23/20 11:10	1
PCB-1232	ND		0.23	0.045	mg/Kg		10/22/20 16:12	10/23/20 11:10	1
PCB-1242	ND		0.23	0.045	mg/Kg		10/22/20 16:12	10/23/20 11:10	1
PCB-1248	ND		0.23	0.045	mg/Kg		10/22/20 16:12	10/23/20 11:10	1
PCB-1254	ND		0.23	0.11	mg/Kg		10/22/20 16:12	10/23/20 11:10	1
PCB-1260	ND		0.23	0.11	mg/Kg		10/22/20 16:12	10/23/20 11:10	1

Surrogate	MB %Recovery	MB Qualifier	Limits	Prepared	Analyzed	Dil Fac
Tetrachloro-m-xylene	98		60 - 154	10/22/20 16:12	10/23/20 11:10	1
DCB Decachlorobiphenyl	120		65 - 174	10/22/20 16:12	10/23/20 11:10	1

Lab Sample ID: LCS 480-555294/2-A
 Matrix: Solid
 Analysis Batch: 555371

Client Sample ID: Lab Control Sample
 Prep Type: Total/NA
 Prep Batch: 555294

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	Limits
PCB-1016	2.10	2.55		mg/Kg		121	51 - 185
PCB-1260	2.10	2.97		mg/Kg		141	61 - 184

Surrogate	LCS %Recovery	LCS Qualifier	Limits
Tetrachloro-m-xylene	114		60 - 154
DCB Decachlorobiphenyl	149		65 - 174

Lab Sample ID: 480-176905-2 MS
 Matrix: Solid
 Analysis Batch: 555371

Client Sample ID: UST-5(1-2)
 Prep Type: Total/NA
 Prep Batch: 555294

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	Limits
PCB-1016	ND		2.56	3.04		mg/Kg	☼	119	50 - 177
PCB-1260	ND		2.56	3.49		mg/Kg	☼	137	33 - 200

Surrogate	MS %Recovery	MS Qualifier	Limits
Tetrachloro-m-xylene	114		60 - 154
DCB Decachlorobiphenyl	141		65 - 174

QC Sample Results

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Method: 8082A - Polychlorinated Biphenyls (PCBs) by Gas Chromatography (Continued)

Lab Sample ID: 480-176905-2 MSD
Matrix: Solid
Analysis Batch: 555371

Client Sample ID: UST-5(1-2)
Prep Type: Total/NA
Prep Batch: 555294

Analyte	Sample	Sample	Spike	MSD	MSD	Unit	D	%Rec	%Rec.	RPD	Limit
	Result	Qualifier	Added	Result	Qualifier						
PCB-1016	ND		2.42	2.66		mg/Kg	☼	110	50 - 177	13	50
PCB-1260	ND		2.42	3.11		mg/Kg	☼	128	33 - 200	12	50
		<i>MSD</i>	<i>MSD</i>								
<i>Surrogate</i>	<i>%Recovery</i>	<i>Qualifier</i>	<i>Limits</i>								
<i>Tetrachloro-m-xylene</i>	109		60 - 154								
<i>DCB Decachlorobiphenyl</i>	139		65 - 174								

Method: 6010C - Metals (ICP)

Lab Sample ID: MB 480-555448/1-A
Matrix: Solid
Analysis Batch: 555726

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 555448

Analyte	MB	MB	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
Arsenic	ND		2.0	0.41	mg/Kg		10/23/20 17:01	10/24/20 21:25	1
Barium	0.160	J ^	0.51	0.11	mg/Kg		10/23/20 17:01	10/24/20 21:25	1
Cadmium	ND		0.20	0.031	mg/Kg		10/23/20 17:01	10/24/20 21:25	1
Chromium	ND		0.51	0.20	mg/Kg		10/23/20 17:01	10/24/20 21:25	1
Lead	ND		1.0	0.25	mg/Kg		10/23/20 17:01	10/24/20 21:25	1
Selenium	ND		4.1	0.41	mg/Kg		10/23/20 17:01	10/24/20 21:25	1
Silver	ND		0.61	0.20	mg/Kg		10/23/20 17:01	10/24/20 21:25	1

Lab Sample ID: LCSSRM 480-555448/2-A
Matrix: Solid
Analysis Batch: 555726

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 555448

Analyte	Spike Added	LCSSRM Result	LCSSRM Qualifier	Unit	D	%Rec	%Rec.	Limits
Arsenic	106	89.53		mg/Kg		84.5	64.4 - 119.8	
Barium	340	297.7	^	mg/Kg		87.5	70.6 - 117.6	
Cadmium	125	103.2		mg/Kg		82.6	68.4 - 114.4	
Chromium	158	135.5		mg/Kg		85.7	65.2 - 120.9	
Lead	106	109.3		mg/Kg		103.1	69.8 - 127.4	
Selenium	103	84.10		mg/Kg		81.6	58.3 - 122.3	
Silver	34.0	28.66		mg/Kg		84.3	64.4 - 123.8	

Method: 7471B - Mercury (CVAA)

Lab Sample ID: MB 480-556694/1-A
Matrix: Solid
Analysis Batch: 556757

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 556694

Analyte	MB	MB	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
Mercury	ND		0.017	0.0070	mg/Kg		10/30/20 15:31	10/30/20 18:15	1

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QC Sample Results

Client: Asbestos & Environmental Consulting Corp
Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Method: 7471B - Mercury (CVAA) (Continued)

Lab Sample ID: LCSSRM 480-556694/2-A ^5
Matrix: Solid
Analysis Batch: 556757

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 556694

Analyte	Spike Added	LCSSRM Result	LCSSRM Qualifier	Unit	D	%Rec	%Rec.	Limits
Mercury	5.79	5.90		mg/Kg		102.0		62.2 - 144.9

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14

QC Association Summary

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

GC/MS VOA

Prep Batch: 555287

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-176905-1	UST-1B (3-4)	Total/NA	Solid	5035A_L	
480-176905-2	UST-5(1-2)	Total/NA	Solid	5035A_L	
480-176905-3	UST-3 (4-5)	Total/NA	Solid	5035A_L	
480-176905-4	UST-4 (5-6)	Total/NA	Solid	5035A_L	
MB 480-555287/2-A	Method Blank	Total/NA	Solid	5035A_L	
LCS 480-555287/1-A	Lab Control Sample	Total/NA	Solid	5035A_L	

Analysis Batch: 555315

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-176905-1	UST-1B (3-4)	Total/NA	Solid	8260C	555287
480-176905-2	UST-5(1-2)	Total/NA	Solid	8260C	555287
480-176905-3	UST-3 (4-5)	Total/NA	Solid	8260C	555287
480-176905-4	UST-4 (5-6)	Total/NA	Solid	8260C	555287
MB 480-555287/2-A	Method Blank	Total/NA	Solid	8260C	555287
LCS 480-555287/1-A	Lab Control Sample	Total/NA	Solid	8260C	555287

GC/MS Semi VOA

Prep Batch: 555373

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-176905-1	UST-1B (3-4)	Total/NA	Solid	3550C	
480-176905-2	UST-5(1-2)	Total/NA	Solid	3550C	
480-176905-3	UST-3 (4-5)	Total/NA	Solid	3550C	
480-176905-4	UST-4 (5-6)	Total/NA	Solid	3550C	
MB 480-555373/1-A	Method Blank	Total/NA	Solid	3550C	
LCS 480-555373/2-A	Lab Control Sample	Total/NA	Solid	3550C	
480-176905-3 MS	UST-3 (4-5)	Total/NA	Solid	3550C	
480-176905-3 MSD	UST-3 (4-5)	Total/NA	Solid	3550C	

Analysis Batch: 556163

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-176905-1	UST-1B (3-4)	Total/NA	Solid	8270D	555373
480-176905-2	UST-5(1-2)	Total/NA	Solid	8270D	555373
480-176905-3	UST-3 (4-5)	Total/NA	Solid	8270D	555373
480-176905-4	UST-4 (5-6)	Total/NA	Solid	8270D	555373
MB 480-555373/1-A	Method Blank	Total/NA	Solid	8270D	555373
LCS 480-555373/2-A	Lab Control Sample	Total/NA	Solid	8270D	555373
480-176905-3 MS	UST-3 (4-5)	Total/NA	Solid	8270D	555373
480-176905-3 MSD	UST-3 (4-5)	Total/NA	Solid	8270D	555373

GC VOA

Analysis Batch: 556611

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-176905-4	UST-4 (5-6)	Total/NA	Solid	MAVPH	556616
MB 480-556616/1-A	Method Blank	Total/NA	Solid	MAVPH	556616
LCS 480-556616/2-A	Lab Control Sample	Total/NA	Solid	MAVPH	556616
LCSD 480-556616/3-A	Lab Control Sample Dup	Total/NA	Solid	MAVPH	556616

Prep Batch: 556616

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-176905-4	UST-4 (5-6)	Total/NA	Solid	5035A_H	

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QC Association Summary

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

GC VOA (Continued)

Prep Batch: 556616 (Continued)

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
MB 480-556616/1-A	Method Blank	Total/NA	Solid	5035A_H	
LCS 480-556616/2-A	Lab Control Sample	Total/NA	Solid	5035A_H	
LCSD 480-556616/3-A	Lab Control Sample Dup	Total/NA	Solid	5035A_H	

Analysis Batch: 556877

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-176905-4	UST-4 (5-6)	Total/NA	Solid	MA VPH	

GC Semi VOA

Prep Batch: 555294

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-176905-1	UST-1B (3-4)	Total/NA	Solid	3550C	
480-176905-2	UST-5(1-2)	Total/NA	Solid	3550C	
480-176905-3	UST-3 (4-5)	Total/NA	Solid	3550C	
480-176905-4	UST-4 (5-6)	Total/NA	Solid	3550C	
MB 480-555294/1-A	Method Blank	Total/NA	Solid	3550C	
LCS 480-555294/2-A	Lab Control Sample	Total/NA	Solid	3550C	
480-176905-2 MS	UST-5(1-2)	Total/NA	Solid	3550C	
480-176905-2 MSD	UST-5(1-2)	Total/NA	Solid	3550C	

Analysis Batch: 555371

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-176905-1	UST-1B (3-4)	Total/NA	Solid	8082A	555294
480-176905-2	UST-5(1-2)	Total/NA	Solid	8082A	555294
480-176905-3	UST-3 (4-5)	Total/NA	Solid	8082A	555294
480-176905-4	UST-4 (5-6)	Total/NA	Solid	8082A	555294
MB 480-555294/1-A	Method Blank	Total/NA	Solid	8082A	555294
LCS 480-555294/2-A	Lab Control Sample	Total/NA	Solid	8082A	555294
480-176905-2 MS	UST-5(1-2)	Total/NA	Solid	8082A	555294
480-176905-2 MSD	UST-5(1-2)	Total/NA	Solid	8082A	555294

Metals

Prep Batch: 555448

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-176905-1	UST-1B (3-4)	Total/NA	Solid	3050B	
480-176905-2	UST-5(1-2)	Total/NA	Solid	3050B	
480-176905-3	UST-3 (4-5)	Total/NA	Solid	3050B	
480-176905-4	UST-4 (5-6)	Total/NA	Solid	3050B	
MB 480-555448/1-A	Method Blank	Total/NA	Solid	3050B	
LCSSRM 480-555448/2-A	Lab Control Sample	Total/NA	Solid	3050B	

Analysis Batch: 555726

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-176905-1	UST-1B (3-4)	Total/NA	Solid	6010C	555448
480-176905-2	UST-5(1-2)	Total/NA	Solid	6010C	555448
480-176905-3	UST-3 (4-5)	Total/NA	Solid	6010C	555448
480-176905-4	UST-4 (5-6)	Total/NA	Solid	6010C	555448
MB 480-555448/1-A	Method Blank	Total/NA	Solid	6010C	555448
LCSSRM 480-555448/2-A	Lab Control Sample	Total/NA	Solid	6010C	555448

Eurofins TestAmerica, Buffalo

QC Association Summary

Client: Asbestos & Environmental Consulting Corp
Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Metals

Prep Batch: 556694

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-176905-1	UST-1B (3-4)	Total/NA	Solid	7471B	
480-176905-2	UST-5(1-2)	Total/NA	Solid	7471B	
480-176905-3	UST-3 (4-5)	Total/NA	Solid	7471B	
480-176905-4	UST-4 (5-6)	Total/NA	Solid	7471B	
MB 480-556694/1-A	Method Blank	Total/NA	Solid	7471B	
LCSSRM 480-556694/2-A ^5	Lab Control Sample	Total/NA	Solid	7471B	

Analysis Batch: 556757

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-176905-1	UST-1B (3-4)	Total/NA	Solid	7471B	556694
480-176905-2	UST-5(1-2)	Total/NA	Solid	7471B	556694
480-176905-3	UST-3 (4-5)	Total/NA	Solid	7471B	556694
480-176905-4	UST-4 (5-6)	Total/NA	Solid	7471B	556694
MB 480-556694/1-A	Method Blank	Total/NA	Solid	7471B	556694
LCSSRM 480-556694/2-A ^5	Lab Control Sample	Total/NA	Solid	7471B	556694

General Chemistry

Analysis Batch: 555247

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-176905-1	UST-1B (3-4)	Total/NA	Solid	Moisture	
480-176905-2	UST-5(1-2)	Total/NA	Solid	Moisture	
480-176905-3	UST-3 (4-5)	Total/NA	Solid	Moisture	
480-176905-4	UST-4 (5-6)	Total/NA	Solid	Moisture	

Lab Chronicle

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Client Sample ID: UST-1B (3-4)

Lab Sample ID: 480-176905-1

Date Collected: 10/20/20 09:36

Matrix: Solid

Date Received: 10/22/20 08:00

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Analysis	Moisture		1	555247	10/22/20 13:22	GSR	TAL BUF

Client Sample ID: UST-1B (3-4)

Lab Sample ID: 480-176905-1

Date Collected: 10/20/20 09:36

Matrix: Solid

Date Received: 10/22/20 08:00

Percent Solids: 55.5

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	5035A_L			555287	10/22/20 08:30	WJD	TAL BUF
Total/NA	Analysis	8260C		1	555315	10/22/20 23:08	WJD	TAL BUF
Total/NA	Prep	3550C			555373	10/23/20 08:06	VXF	TAL BUF
Total/NA	Analysis	8270D		1	556163	10/28/20 18:53	JMM	TAL BUF
Total/NA	Prep	3550C			555294	10/22/20 16:12	SGD	TAL BUF
Total/NA	Analysis	8082A		1	555371	10/23/20 14:37	NC	TAL BUF
Total/NA	Prep	3050B			555448	10/23/20 17:01	BEB	TAL BUF
Total/NA	Analysis	6010C		1	555726	10/24/20 22:44	LMH	TAL BUF
Total/NA	Prep	7471B			556694	10/30/20 15:31	BMB	TAL BUF
Total/NA	Analysis	7471B		1	556757	10/30/20 18:23	BMB	TAL BUF

Client Sample ID: UST-5(1-2)

Lab Sample ID: 480-176905-2

Date Collected: 10/20/20 15:04

Matrix: Solid

Date Received: 10/22/20 08:00

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Analysis	Moisture		1	555247	10/22/20 13:22	GSR	TAL BUF

Client Sample ID: UST-5(1-2)

Lab Sample ID: 480-176905-2

Date Collected: 10/20/20 15:04

Matrix: Solid

Date Received: 10/22/20 08:00

Percent Solids: 82.5

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	5035A_L			555287	10/22/20 08:30	WJD	TAL BUF
Total/NA	Analysis	8260C		1	555315	10/22/20 23:32	WJD	TAL BUF
Total/NA	Prep	3550C			555373	10/23/20 08:06	VXF	TAL BUF
Total/NA	Analysis	8270D		10	556163	10/28/20 19:17	JMM	TAL BUF
Total/NA	Prep	3550C			555294	10/22/20 16:12	SGD	TAL BUF
Total/NA	Analysis	8082A		1	555371	10/23/20 14:21	NC	TAL BUF
Total/NA	Prep	3050B			555448	10/23/20 17:01	BEB	TAL BUF
Total/NA	Analysis	6010C		1	555726	10/24/20 22:48	LMH	TAL BUF
Total/NA	Prep	7471B			556694	10/30/20 15:31	BMB	TAL BUF
Total/NA	Analysis	7471B		1	556757	10/30/20 18:24	BMB	TAL BUF

Lab Chronicle

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Client Sample ID: UST-3 (4-5)

Lab Sample ID: 480-176905-3

Date Collected: 10/20/20 16:50

Matrix: Solid

Date Received: 10/22/20 08:00

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Analysis	Moisture		1	555247	10/22/20 13:22	GSR	TAL BUF

Client Sample ID: UST-3 (4-5)

Lab Sample ID: 480-176905-3

Date Collected: 10/20/20 16:50

Matrix: Solid

Date Received: 10/22/20 08:00

Percent Solids: 91.3

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	5035A_L			555287	10/22/20 08:30	WJD	TAL BUF
Total/NA	Analysis	8260C		1	555315	10/22/20 23:57	WJD	TAL BUF
Total/NA	Prep	3550C			555373	10/23/20 08:06	VXF	TAL BUF
Total/NA	Analysis	8270D		1	556163	10/28/20 12:43	JMM	TAL BUF
Total/NA	Prep	3550C			555294	10/22/20 16:12	SGD	TAL BUF
Total/NA	Analysis	8082A		1	555371	10/23/20 14:53	NC	TAL BUF
Total/NA	Prep	3050B			555448	10/23/20 17:01	BEB	TAL BUF
Total/NA	Analysis	6010C		1	555726	10/24/20 22:52	LMH	TAL BUF
Total/NA	Prep	7471B			556694	10/30/20 15:31	BMB	TAL BUF
Total/NA	Analysis	7471B		1	556757	10/30/20 18:26	BMB	TAL BUF

Client Sample ID: UST-4 (5-6)

Lab Sample ID: 480-176905-4

Date Collected: 10/21/20 09:20

Matrix: Solid

Date Received: 10/22/20 08:00

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Analysis	MA VPH		1	556877	11/02/20 07:44	JLS	TAL BUF
Total/NA	Analysis	Moisture		1	555247	10/22/20 13:22	GSR	TAL BUF

Client Sample ID: UST-4 (5-6)

Lab Sample ID: 480-176905-4

Date Collected: 10/21/20 09:20

Matrix: Solid

Date Received: 10/22/20 08:00

Percent Solids: 55.2

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	5035A_L			555287	10/22/20 08:30	WJD	TAL BUF
Total/NA	Analysis	8260C		1	555315	10/23/20 00:22	WJD	TAL BUF
Total/NA	Prep	3550C			555373	10/23/20 08:06	VXF	TAL BUF
Total/NA	Analysis	8270D		10	556163	10/28/20 19:41	JMM	TAL BUF
Total/NA	Prep	5035A_H			556616	10/30/20 08:45	JLS	TAL BUF
Total/NA	Analysis	MAVPH		1	556611	10/30/20 11:01	JLS	TAL BUF
Total/NA	Prep	3550C			555294	10/22/20 16:12	SGD	TAL BUF
Total/NA	Analysis	8082A		1	555371	10/23/20 15:09	NC	TAL BUF
Total/NA	Prep	3050B			555448	10/23/20 17:01	BEB	TAL BUF
Total/NA	Analysis	6010C		1	555726	10/24/20 22:56	LMH	TAL BUF
Total/NA	Prep	7471B			556694	10/30/20 15:31	BMB	TAL BUF
Total/NA	Analysis	7471B		1	556757	10/30/20 18:27	BMB	TAL BUF

Lab Chronicle

Client: Asbestos & Environmental Consulting Corp
Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Laboratory References:

TAL BUF = Eurofins TestAmerica, Buffalo, 10 Hazelwood Drive, Amherst, NY 14228-2298, TEL (716)691-2600

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Accreditation/Certification Summary

Client: Asbestos & Environmental Consulting Corp
 Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Laboratory: Eurofins TestAmerica, Buffalo

Unless otherwise noted, all analytes for this laboratory were covered under each accreditation/certification below.

Authority	Program	Identification Number	Expiration Date
New York	NELAP	10026	04-01-21

The following analytes are included in this report, but the laboratory is not certified by the governing authority. This list may include analytes for which the agency does not offer certification.

Analysis Method	Prep Method	Matrix	Analyte
MA VPH		Solid	C5-C8 Aliphatics (adjusted)
MA VPH		Solid	C9-C12 Aliphatics (adjusted)
MAVPH	5035A_H	Solid	Benzene
MAVPH	5035A_H	Solid	C5-C8 Aliphatics (unadjusted)
MAVPH	5035A_H	Solid	C9-C10 Aromatics
MAVPH	5035A_H	Solid	C9-C12 Aliphatics (unadjusted)
MAVPH	5035A_H	Solid	Ethylbenzene
MAVPH	5035A_H	Solid	Methyl tert-butyl ether
MAVPH	5035A_H	Solid	m-Xylene & p-Xylene
MAVPH	5035A_H	Solid	Naphthalene
MAVPH	5035A_H	Solid	o-Xylene
MAVPH	5035A_H	Solid	Toluene
Moisture		Solid	Percent Moisture
Moisture		Solid	Percent Solids

Method Summary

Client: Asbestos & Environmental Consulting Corp
Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Method	Method Description	Protocol	Laboratory
8260C	Volatile Organic Compounds by GC/MS	SW846	TAL BUF
8270D	Semivolatile Organic Compounds (GC/MS)	SW846	TAL BUF
MA VPH	Massachusetts - Volatile Petroleum Hydrocarbons (GC)	MA DEP	TAL BUF
MAVPH	Massachusetts - Volatile Petroleum Hydrocarbons (GC)	MA DEP	TAL BUF
8082A	Polychlorinated Biphenyls (PCBs) by Gas Chromatography	SW846	TAL BUF
6010C	Metals (ICP)	SW846	TAL BUF
7471B	Mercury (CVAA)	SW846	TAL BUF
Moisture	Percent Moisture	EPA	TAL BUF
3050B	Preparation, Metals	SW846	TAL BUF
3550C	Ultrasonic Extraction	SW846	TAL BUF
5035A_H	Closed System Purge and Trap	SW846	TAL BUF
5035A_L	Closed System Purge and Trap	SW846	TAL BUF
7471B	Preparation, Mercury	SW846	TAL BUF

Protocol References:

EPA = US Environmental Protection Agency

MA DEP = Massachusetts Department Of Environmental Protection

SW846 = "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 And Its Updates.

Laboratory References:

TAL BUF = Eurofins TestAmerica, Buffalo, 10 Hazelwood Drive, Amherst, NY 14228-2298, TEL (716)691-2600

Sample Summary

Client: Asbestos & Environmental Consulting Corp
Project/Site: Former Strathmore Paints (20-180)

Job ID: 480-176905-1

Lab Sample ID	Client Sample ID	Matrix	Collected	Received	Asset ID
480-176905-1	UST-1B (3-4)	Solid	10/20/20 09:36	10/22/20 08:00	
480-176905-2	UST-5(1-2)	Solid	10/20/20 15:04	10/22/20 08:00	
480-176905-3	UST-3 (4-5)	Solid	10/20/20 16:50	10/22/20 08:00	
480-176905-4	UST-4 (5-6)	Solid	10/21/20 09:20	10/22/20 08:00	

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Chain of Custody Record

Client Information Client Contact: Mr. Richard Mckenna Company: Asbestos & Environmental Consulting Corp Address: 6308 Fly Road City: East Syracuse State, Zip: NY, 13057 Phone: 315-345-1649(Tel) Email: rmckenna@aecgroup.com Project Name: Former Strathmore Paints 20-180 Site: 1970 W. Fayette St, Syracuse, NY				Sampler: Drew Brantner / R. McKenna Phone: (315) 432-9400		Lab PM: Fischer, Brian J E-Mail: Brian.Fischer@Eurofinset.com		(Chain Tracking No.) Syracuse #225		COC No: 480-151986-33800.1 Page: Page 1 of 1 Job #:	
Due Date Requested: Standard TAR TAT Requested (days): 7-10 Business Days				Analysis Requested				Preservation Codes: A - HCL M - Hexane B - NaOH N - None			
PO #: Advance Payment Required WO #:				Field Filtered Sample (Yes or No) Perform MS/MSD (Yes or No)				Total Number of cor:			
Project #: 48022900 SSOV#:				8260C - TCL list OLM04.2 6010C, 7471B 8082A, 8270D, Moisture MA VPH, MA VPH_Calc				Other:			
Sample Identification				Sample Date				Sample Time			
Sample Type (C=Comp, G=grab) Matrix (W=water, S=solid, O=waste/oil, BT=Tissue, A=Air)				Preservation Code:				Special Instructions/Note:			
				N N N N				5 } DI WATER VIALS 5 } FROZEN AT 5 } 0715 10/21/20			
UST-1B (3-4')				10/20/20 0930 Grab Solid				- - X X X			
UST-5 (1-2')				10/20/20 1504 Grab Solid				- - X X X			
UST-3 (4-5')				10/20/20 1650 Grab Solid				- - X X X			
UST-4 (5-6')				10/20/20 0920 GRAB Solid				X X X X			
21				Solid				X X X X			
RE 10/21/20				SOME METHANOL SPILLED FROM 027.935 BOTTLE							
Possible Hazard Identification <input checked="" type="checkbox"/> Non-Hazard <input type="checkbox"/> Flammable <input type="checkbox"/> Skin Irritant <input type="checkbox"/> Poison B <input type="checkbox"/> Unknown <input type="checkbox"/> Radiological						Sample Disposal (A fee may be assessed if samples are retained longer than 1 month) <input type="checkbox"/> Return To Client <input checked="" type="checkbox"/> Disposal By Lab <input type="checkbox"/> Archive For Months					
Deliverable Requested: I, II, III, IV, Other (specify) II						Special Instructions/QC Requirements:					
Empty Kit Relinquished by:				Date:				Time:			
Relinquished by: M D McKenna				Date/Time: 10/21/20 1618				Company: BAECC			
Relinquished by: RE Ziegler				Date/Time: 10/21/20, 1905				Company: Syr			
Relinquished by:				Date/Time:				Company:			
Custody Seals Intact: <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Custody Seal No.:		Cooler Temperature(s) °C and Other Remarks:							

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11/2/2020



Login Sample Receipt Checklist

Client: Asbestos & Environmental Consulting Corp

Job Number: 480-176905-1

Login Number: 176905

List Source: Eurofins TestAmerica, Buffalo

List Number: 1

Creator: Yeager, Brian A

Question	Answer	Comment
Radioactivity either was not measured or, if measured, is at or below background	True	
The cooler's custody seal, if present, is intact.	True	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the sample IDs on the containers and the COC.	True	
Samples are received within Holding Time (Excluding tests with immediate HTs)..	True	FREEZE TIME 10/22/20 0830
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
VOA sample vials do not have headspace or bubble is <6mm (1/4") in diameter.	N/A	
If necessary, staff have been informed of any short hold time or quick TAT needs	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Sampling Company provided.	True	AECC
Samples received within 48 hours of sampling.	True	
Samples requiring field filtration have been filtered in the field.	True	
Chlorine Residual checked.	N/A	

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation, Region 7
615 Erie Boulevard West, Syracuse, NY 13204-2400
P: (315) 426-7519, (315) 426-7551 | F: (315) 426-2653
www.dec.ny.gov

December 28, 2020

Fayette Street Coatings, LLC
1705 Atlantic Avenue
Sullivan's Island, SC 29482

Re: Spill No.: 2007192
Spill Site: Former Strathmore Paints, 1970 West Fayette Street
Syracuse, New York, Onondaga County

Dear Property Owner:

The NYS Department of Environmental Conservation (the Department) has made a determination that you have completed all required remedial activities with regard to the referenced petroleum spill site.

The Department has reviewed the records and data submitted by Asbestos and Environmental Consulting Corporation (AECC), regarding cleanup actions at the above referenced petroleum spill site. These records included, but were not limited to, a report dated November 24, 2020, and submitted to the Department on the same date. This said report is LIMITED UNDERGROUND STORAGE TANK INVESTIGATION, NYSDEC Spill #20-07192, Former Strathmore Paints, 1970 West Fayette Street, Syracuse, New York, November 24, 2020. This report is referenced by AECC as Project No. 20-180. Based on such review, the Department has determined that you have completed the necessary cleanup and removal actions, and no further remedial activities are necessary.

Nothing contained herein shall be construed as barring, diminishing, or in any way limiting the Department's authority under the Navigation Law or the Environmental Conservation Law, including the authority to require additional remedial work, if necessary.

Should you have any questions concerning this matter, please contact Chellie Norris at (315) 426-7521.

Sincerely,



Chellie Norris
Assistant Geologist

ec: Thomas J. Fucillo <tfucillo@hancocklaw.com>

CLOSING RECEIPT

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY LEASE/SUBLEASE TRANSACTION 1970 W. FAYETTE, LLC PROJECT

CLOSING RECEIPT executed December 2, 2021 by the City of Syracuse Industrial Development Agency (the "**Agency**") and **1970 W. FAYETTE, LLC** (the "**Company**") in connection with a certain project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0), 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.-25-01.0) and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be re-subdivided into one parcel (collectively, the "**Land**"); (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land ("**Building 1**") for commercial use consisting of: (a) approximately 6,222 sq. ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq. ft. of restaurant space, approximately 600 sq. ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq. ft. of office space, approximately 4,000 sq. ft. for a dental office and brain center and approximately 720 sq. ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq. ft. building located on the Land ("**Building 2**" and together with Building 1, the "**Buildings**") to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the "**Facility**"); (v) 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.

WITNESSETH:

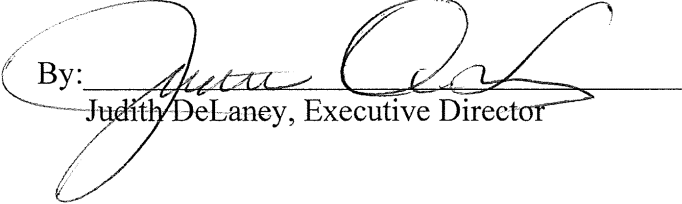
(1) The Agency has executed, delivered, sealed and acknowledged, where appropriate, the documents to which it is a party, and acknowledges receipt from the Company of its administrative fee.

(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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

(Signature page to Closing Receipt)

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By:  _____
Judith DeLaney, Executive Director

1970 W. FAYETTE, LLC

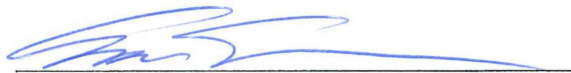
By: _____
Scott Dumas, Member of the Board of Managers

(Signature page to Closing Receipt)

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Judith DeLaney, Executive Director

1970 W. FAYETTE, LLC

By:  _____
Scott Dumas, Member of the Board of Managers

City of Syracuse
Industrial Development Agency
City Hall Commons, 6th Floor
201 East Washington Street
Syracuse, NY 13202
Tel (315) 448-8100 Fax (315) 435-3669

November 1, 2021

1970 W. Fayette, LLC
208 North Manlius Street
Fayetteville, New York 13066
Attn: Scott Dumas, Managing Partner

Re: City of Syracuse Industrial Development Agency
1970 W. Fayette, LLC
Sales Tax Appointment Letter

Dear Mr. Dumas:

Pursuant to a resolution duly adopted on June 15, 2021, the City of Syracuse Industrial Development Agency (the "**Agency**") appointed 1970 W. Fayette, LLC (the "**Company**") the true and lawful agent of the Agency to undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0), 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.-25-01.0) and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be re-subdivided into one parcel (collectively, the "**Land**"); (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land ("**Building 1**") for commercial use consisting of: (a) approximately 6,222 sq. ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq. ft. of restaurant space, approximately 600 sq. ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq. ft. of office space, approximately 4,000 sq. ft. for a dental office and brain center and approximately 720 sq. ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq. ft. building located on the Land ("**Building 2**" and together with Building 1, the "**Buildings**") to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the "**Facility**"); (v) 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 amount of State and local sales and use tax exemption benefits comprising the Financial Assistance approved by the Agency for the benefit of the Project shall not exceed **\$293,518.80**.

This appointment includes, and this letter evidences, authority to purchase on behalf of the Agency all materials to be incorporated into and made an integral part of the Project Facility and the following activities as they relate to any reconstruction, renovation, improvement, equipping and completion of any of any buildings, whether or not any materials, equipment or supplies described below are incorporated into or become an integral part of such buildings: (1) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with renovation, improvement and equipping; (2) all purchases, rentals, uses or consumption of supplies, materials, utilities and services of every kind and description used in connection with renovation, improvement and equipping; and (3) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs), installed or placed in, upon or under such building or facility, including all repairs and replacements of such property, and with respect to such specific purchases or rentals, are exempt from any sales or use tax imposed by the State of New York or any governmental instrumentality located within the State of New York.

This agency appointment includes the power to delegate such agency, in whole or in part, to a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, “*Additional Agents*”). Additional Agents must be specifically appointed by the Company in accordance and compliance with the terms of the Agency Lease dated as of November 1, 2021 by and between the Agency and the Company (the “*Agency Lease*”). The Company hereby agrees to complete “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (Form ST-60) for itself and each Additional Agent who provide materials, equipment, supplies or services to the Project Facility and deliver 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. The Agency’s obligation to execute any Form ST-60 relative to an Additional Agent is subject to the satisfaction of the conditions in the Agency Lease relative to such appointments.

The Company agrees, whenever requested by the Agency, to provide, or cause its Additional Agents to provide and certify, or cause to be certified, such information regarding use

of local labor, job creation, exemptions from State and local sales and use tax, real property taxes and mortgage recording taxes and other topics as the Agency from time to time reasonably considers necessary or appropriate, including, but not limited to, such information as to enable the Agency to make any reports required by law or governmental regulation, including but not limited to those required by §875 of the Act.

The Company acknowledges and agrees that pursuant to Section 875(3) of the Act, and in conjunction with the Agency's Recapture of Benefits Policy (the "**Recapture Policy**") dated as of June 21, 2016 and the Project Agreement between the Agency and the Company dated as of November 1, 2021, the Agency shall, and in some circumstances may, recover, recapture, receive or otherwise obtain from the Company some or all of the Financial Assistance (the "**Recapture Amount**").

Each supplier or vendor should identify the Project Facility on each bill or invoice and indicate thereon which of the Company or its Additional Agents acted as agent for the Agency in making the purchase.

In order to be entitled to use this exemption, you and each Additional Agent should present to the supplier or other vendor of materials for the Project Facility, a completed "IDA Agent or Project Operator Exempt Purchase Certificate" (Form ST-123).

In addition, General Municipal Law §874(8) requires you to file an Annual Statement with the New York State Department of Taxation and Finance ("**NYSDTF**") on "Annual Report of Sales and Use Tax Exemptions" (Form ST-340) regarding the value of sales and use tax exemptions you and your Additional Agents have claimed pursuant to the agency we have conferred on you with respect to this Project. The penalty for failure to file such statement is the removal of your authority to act as our agent. In addition, you must provide a copy of the completed Form ST-340 to the Agency within ten (10) days of the date it is due to be filed with the NYSDTF.

The agency created by this letter is limited to the Project Facility and will expire on the earlier of: (i) sixty (60) days after the issuance of a certificate of occupancy or similar document by the applicable municipality in which the Project Facility is located; or (i) **December 15, 2022**; unless the Agency Lease is terminated early in accordance with its terms in which case this appointment shall terminate at that time.

This letter is provided for the sole purpose of evidencing, in part, the exemption from New York State Sales and Use Taxes **for this project only**. No other principal/agent relationship is intended or may be implied or inferred by this letter.

The Agency shall not be liable, either directly or indirectly or contingently, upon any such 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

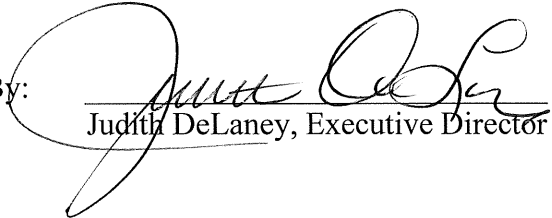
1970 W. Fayette, LLC
November 1, 2021
Page 4

party liable thereunder. By acceptance of this letter, the vendor hereby acknowledges the limitations on liability described herein.

Very truly yours,

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____


Judith DeLaney, Executive Director



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 City of Syracuse Industrial Development Agency			IDA project number (use OSC numbering system for projects after 1998) 31022104
Street address 201 E. Washington Street, 6th Floor			Telephone number (315) 473-3275
City Syracuse	State NY	ZIP code 13202	Email address (optional)

Project operator or agent information

Name of IDA project operator or agent 1970 W. Fayette, LLC		Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/>	Employer Identification or Social Security number 86-1448774
Street address 208 North Manlius Street		Telephone number (315) 877-5113	Primary operator or agent? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
City Fayetteville	State NY	ZIP code 13066	Email address (optional)

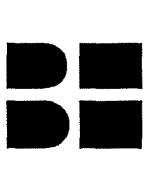
Project information

Name of project 1970 W. Fayette, LLC - GereBlock Project			
Street address of project site 1970 West Fayette St., 1499 Erie Boulevard West, 1501 Erie Boulevard West, 1515 Erie Boulevard W. and 1950 West Fayette St.			
City Syracuse	State NY	ZIP code 13202	Email address (optional)
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) 110121	Date project operator or agent status ends (mmddyy) 121522	Mark an X in the box if this is an extension to an original project: <input type="checkbox"/>	
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: 3,668,985.00		Estimated value of New York State and local sales and use tax exemption provided: 293,518.80	

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 Judith DeLaney		Print title Executive Director	
Signature 	Date 11-29-2021	Telephone number (315) 448-8127	



BOUSQUET HOLSTEIN PLLC

110 WEST FAYETTE STREET • ONE LINCOLN CENTER • SUITE 1000 • SYRACUSE, NEW YORK 13202 • PH: 315.422.1500 • FX: 315.422.3549

December 2, 2021

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7017 0530 0000 5694 7545

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
1970 W. Fayette, LLC – GereBlock Project, IDA Project No. 31022104

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 1970 W. Fayette, LLC as its agent 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

SRK:llm
Enclosure

5496997_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.

Article Addressed to:

New York State Tax Department
IDA Unit
Building 8, Room 738
W.A. Harriman Campus
Albany, New York 12227



9590 9402 6283 0274 0659 59

Article Number (Transfer from service label)

7017 0530 0000 5694 7545

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

REC'D NY TAX DEPT
ALBANY, NY 12227

DEC 06 2021

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Registered Mail Restricted Delivery (over \$500)

U.S. Postal Service™ C2147L.48
CERTIFIED MAIL® RECEIPT LLM
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

\$ 7.33

Sent To

Street and A

City, State, Z.

New York State Tax Department
IDA Unit
Building 8, Room 738
W.A. Harriman Campus
Albany, New York 12227

7017 0530 0000 5694 7545

City of Syracuse
Industrial Development Agency
City Hall Commons, 6th Floor
201 East Washington Street
Syracuse, NY 13202
Tel (315) 473-3275 Fax (315) 435-3669

June 16, 2021

Honorable Benjamin Walsh
Mayor, City of Syracuse
City Hall
233 East Washington Street
Syracuse, New York 13202

Re: City of Syracuse Industrial Development Agency
1970 W. Fayette, LLC – GereBlock Project

Dear Mayor Walsh:

The City of Syracuse Industrial Development Agency (the “*Agency*”) has agreed to undertake, at the request of 1970 W. Fayette, LLC (the “*Applicant*” and/or “*Company*”) a project (the “*Project*”) consisting of: (A)(i) the acquisition of an interest in approximately 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0, 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.25-01.0 and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be resubdivided into one parcel (collectively, the “*Land*”); , (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land (“*Building 1*”) for commercial use consisting of: (a) approximately 6,222 sq.ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq.ft. of restaurant space, approximately 600 sq.ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq.ft. of office space, approximately 4,000 sq.ft. for a dental office and brain center and approximately 720 sq.ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq.ft. building located on the Land (“*Building 2*” and together with Building 1, the “*Buildings*”) to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the “*Facility*”); (v) 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 conducted a public hearing with respect to the Project as required by Section 859-a of the New York General Municipal Law on June 15, 2021, at which persons interested and desiring to be heard were heard, and the Agency considered all statements or comments received, if any.

At a meeting of the Agency conducted on June 15, 2021, the Agency took action to approve its undertaking of the 1970 W. Fayette, LLC Project, and based upon, *inter alia*, the representations made by the Company to the Agency, the Agency made the following findings and determinations:

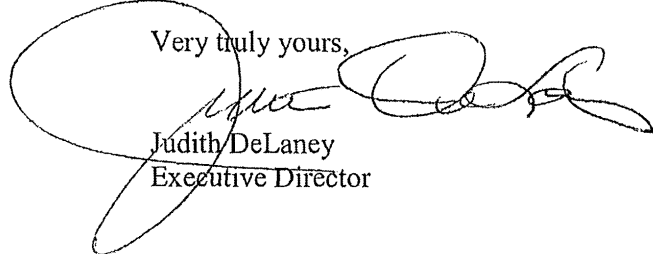
- a) The Project Facility constitutes a "project" within the meaning of the Act.
- b) The granting of the Financial Assistance will be an inducement to the Company to develop the Project Facility in the City of Syracuse, New York (the "*City*").
- c) The acquisition, reconstruction, renovation, equipping, completion and operation 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 of Syracuse through, among other things, the creation of full and/or part time jobs.
- d) The Project will not result in the removal of any 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 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 permitted under the New York State General Municipal Law (the "*GML*").
- e) The Project is located in a Highly Distressed Area (as that term is defined in the GML) and makes available goods or services which would not, but for the project, be reasonably accessible to the residents of the City because of a lack of reasonably accessible retail trade facilities offering such goods or services.

Section 862(2)(c) of the General Municipal Law requires that the chief executive officer of the municipality for whose benefit the Agency was created confirm the proposed action of the Agency.

June 16, 2021
Page 2

Accordingly, we hereby respectfully request that you sign the enclosed confirmation to evidence such confirmation.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Judith DeLaney', is written over the typed name and title. The signature is fluid and cursive, with a large loop at the end.

Judith DeLaney
Executive Director


Enclosure

June 16, 2021
Page 2

**CONFIRMATION OF CHIEF EXECUTIVE OFFICER OF THE CITY OF SYRACUSE
PURSUANT TO SECTION 862(2)(c) OF THE GENERAL MUNICIPAL LAW**

I hereby confirm the action and findings taken by the City of Syracuse Industrial Development Agency at its meeting on June 15, 2021 with respect to its approval of the undertaking of the 1970 W. Fayette, LLC - GereBlock Project.

June 21, 2021



Honorable Benjamin Walsh

City of Syracuse
Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, NY 13202
Tel (315) 473-3275 Fax (315) 435-3669

June 15, 2021

VIA E-MAIL

1970 W. Fayette, LLC
208 North Manlius Street
Fayetteville, New York 13066
Attn: Scott Dumas

Re: City of Syracuse Industrial Development Agency
1970 W. Fayette, LLC – GereBlock Project

Dear Mr. Dumas:

As you know, 1970 W. Fayette, LLC (the "*Company*") submitted an application to the City of Syracuse Industrial Development Agency (the "*Agency*") on or about May 14, 2021 (the "*Application*"), requesting the Agency consider undertaking a project (the "*Project*") consisting of: (A)(i) the acquisition of an interest in approximately 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0, 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.25-01.0 and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be resubdivided into one parcel (collectively, the "*Land*"); , (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land ("*Building 1*") for commercial use consisting of: (a) approximately 6,222 sq.ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq.ft. of restaurant space, approximately 600 sq.ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq.ft. of office space, approximately 4,000 sq.ft. for a dental office and brain center and approximately 720 sq.ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq.ft. building located on the Land ("*Building 2*" and together with Building 1, the "*Buildings*") to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the "*Facility*"); (v) 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 \$458,757.96 to be realized by the Company over the ten (10) 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 \$3,668,985 and therefore, the value of the State and local sales and use tax exemption benefits authorized and approved by the Agency cannot exceed \$293,518.80; and (ii) the mortgage recording tax exemption approved by the Agency shall be approximately \$33,750 based upon the Company's estimation in its application that the principal amount of the mortgage on the Project will be \$4,500,000.

Before the Agency can confer the Financial Assistance, the Agency needs to receive back the signature of the Company on the affirmation below.

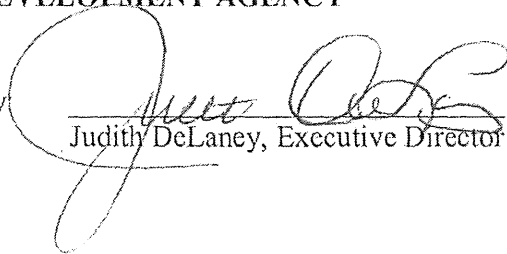
To that end, please review the foregoing and the enclosed PILOT Benefit Schedule. Unless you have any questions, please execute the verification below and have it notarized where indicated and return same to my attention such that it is received on or before **June 30, 2021**.

Please feel free to contact me with any questions.

Very truly yours,

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By

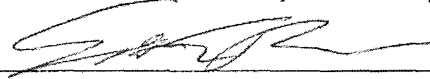

Judith DeLaney, Executive Director

Enclosure

VERIFICATION

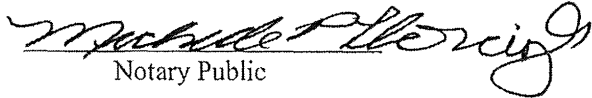
STATE OF NEW YORK }
COUNTY OF ONONDAGA } ss.:

SCOTT DUMAS, deposes and says that: (i) he is a Member of 1970 W. Fayette, 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.



Scott Dumas

Sworn to before me this
30 day of June, 2021.



Notary Public

MICHELLE P FLORCZYK
Lic. #01FL6235285
Notary Public - State of New York
Qualified in Onondaga County
COMM. EXP. 2/7/2023

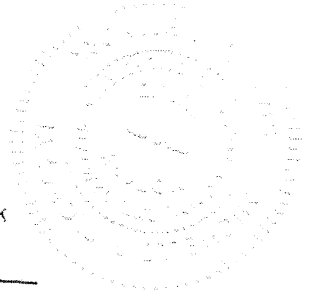


EXHIBIT A

PILOT BENEFIT SCHEDULE

Comparison	
Estimated 10 year Taxes w/o PILOT benefit	\$703,940.62
Estimated 10 year PILOT Payments	\$245,182.66
Estimated 10 year PILOT Savings	\$458,757.96

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

and

1970 W. FAYETTE, LLC

PAYMENT IN LIEU OF TAX AGREEMENT

Dated as of: November 1, 2021

1970 W. Fayette, LLC

Federal Tax ID #: 86-1448774

THIS PAYMENT IN LIEU OF TAX AGREEMENT, (this "**Agreement**") dated as of November 1, 2021 is by and among 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 **1970 W. FAYETTE, 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 208 North Manlius Street, Fayetteville, New York 13066 (hereinafter referred to as the "**Company**").

WITNESSETH:

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, by resolution adopted on June 15, 2021 (the "**Resolution**"), the Agency, resolved to undertake the "**Project**" consisting of: (A)(i) the acquisition of an interest in approximately 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0), 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.-25-01.0 and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be re-subdivided into one parcel (collectively, the "**Land**"); (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land ("**Building I**") for commercial use consisting of: (a) approximately 6,222 sq. ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq. ft. of restaurant space, approximately 600 sq. ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space,

approximately 480 sq. ft. of office space, approximately 4,000 sq. ft. for a dental office and brain center and approximately 720 sq. ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq. ft. building located on the Land ("**Building 2**" and together with Building 1, the "**Buildings**") to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the "**Facility**"); (v) 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 will lease the Land and Facility from the Company pursuant to that certain Company Lease Agreement dated as of November 1, 2021 (the "**Company Lease Agreement**"), between the Company and the Agency, obtain an interest in the Equipment pursuant to a bill of sale dated as of November 1, 2021 from the Company (the "**Bill of Sale**"), and sublease the Project Facility back to the Company pursuant to that certain Agency Lease Agreement dated as of November 1, 2021 (the "**Agency Lease Agreement**"), between the Agency and the Company (the Company Lease Agreement, the Bill of Sale and the Agency Lease Agreement 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

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 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 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 Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Agreement and the consummation of the transactions herein contemplated.

(d) Validity. The Agency is not prohibited from entering into this Agreement and performing all covenants and obligations on its part to be performed under and pursuant to this 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 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 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 Agreement. The Company has duly authorized the execution, delivery and performance of the Lease Agreements, this Agreement, and the other Company Documents (as that term is defined

in the Agency Lease Agreement), and the consummation of the transactions therein and herein contemplated. The Company is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by (and the execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this 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 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 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 Agreement by the Company or as a condition to the validity of this Agreement.

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*". This 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 to make the year 1 payment under **Exhibit "A"** shall commence on July 1, 2023. Notwithstanding the appearance of the Agency's exemption on the Municipality's tax roll for some or all of the 2021/2022 and 2022/2023 City and School portion of the real property tax due on the Land and Facility, the pro rata portion of the year 1 payment due for the City and School under **Exhibit "A"** shall be applied to amounts due for the 2023/2024 City and School tax year. The portion of the year 1 payment due for the County and Water District under **Exhibit "A"** shall be made, and remitted, at the same time as the year 1 payment for the City and School portion but shall be applied to amounts due to the County and Water District for the January 1, 2024 County tax year. Without regard to the Agency exemption, and notwithstanding the appearance of the Agency's exemption on the Municipality's tax roll, or any payments made hereunder, to account for the construction period associated with the Project Facility, *the Company shall continue paying real property tax through June 30, 2023 with respect to the City and School portion of the real property tax and through December 31, 2023 with respect to the County and Water District portion of the real property tax, based upon the assessment and the combined real property tax rate in effect for that period as if the Project Facility were privately owned and the Agency had no interest in the same.* Regardless of whether construction is completed by, or prior to, June 30, 2023, the year 1 payment on the schedule attached hereto at **Exhibit "A"**, shall commence as stated herein above on **July 1, 2023** with such payment being applied to the 2023/2024 City and School portion of the real property tax and to the 2024 County and Water District portion of the real property tax.

(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 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 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 Agreement should the Company bring a Legal Challenge on the Project Facility and/or Additional Property.

(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 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 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 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 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 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 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 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 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 Agreement, or otherwise based on or in respect of this 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 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 Agreement. It is expressly understood that this 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 Agreement under or by reason of the obligations, covenants or agreements contained in this 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 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 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 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 Agreement, and the terms “*Event of Default*” or “*Default*” shall mean, whenever they are used in this 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

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 Agreement (other than as referred to in paragraph (a) above), the Lease Agreements or any other Company Document, 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 with respect to the Lease Agreements or other Company Documents, 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 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 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 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; Waiver and Notice

(a) Whenever any Event of Default under Section 4.01 shall have occurred and be continuing with respect to this Agreement, and/or the Company shall be in default under the Lease Agreements or other Company Documents, the Agency may take whatever action at law or in equity, 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 Agreement and/or the other Company Documents, including but not limited to recapture of all Recapture Amounts (as defined in the Agency Lease Agreement).

(b) Notwithstanding anything herein to the contrary, if the Lease Agreements are terminated for any reason, this 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.

(c) 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 Agreement is not or cannot be terminated, the Company, or any assignee, or successor shall no longer be entitled to make payments under this Agreement pursuant to Exhibit "A". In such an event, payments shall be made hereunder, for any remaining term of this Agreement, as if the Project Facility was privately owned and assessed and without any further regard to Exhibit "A".

(d) 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 Agreement or now or hereafter existing at law or in equity or by statute.

(e) 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.

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

(g) No Waiver. In the event any provision contained in this 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 Agreement shall be established by conduct, custom or course of dealing.

(h) 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.

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 Agreement or the Lease Agreements, the Agency may, upon notice to the Company provided for in this 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 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 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 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 Agreement, and the Agency and/or the Municipality waives its right to declare a default under this Agreement in regard to such Legal Challenge, or such Legal Challenge is determined not to be a default of this 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.

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 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, 2033**, 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 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 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 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
201 East Washington Street, 6th Floor
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:
1970 W. Fayette, LLC
208 North Manlius Street
Fayetteville, New York 13066
With a copy to:
Bond Schoeneck & King, PLLC
110 W. Fayette Street
Syracuse, New York 13202
Attn: Kevin M. Pole, 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 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 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.

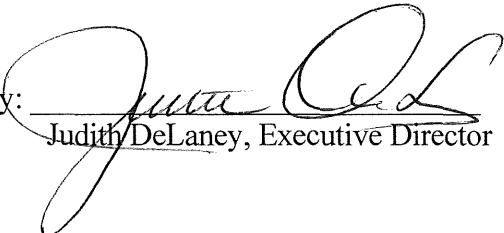
Section 5.09. Assignment

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

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Judith DeLaney, Executive Director

1970 W. FAYETTE, LLC

By: _____
Scott Dumas, Member of the Board of Managers

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

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Judith DeLaney, Executive Director

1970 W. FAYETTE, LLC


By:  _____
Scott Dumas, Member of the Board of Managers

EXHIBIT "A"
PILOT SCHEDULE

Total Annual Payment

<i>Payment Year</i>	<i>Amount</i>
July 1, 2023 ¹	\$14,317.00
July 1, 2024	\$14,603.34
July 1, 2025	\$14,895.41
July 1, 2026	\$15,193.31
July 1, 2027	\$15,497.18
July 1, 2028	\$15,807.12
July 1, 2029	\$16,123.27
July 1, 2030	\$30,796.10
July 1, 2031	\$46,049.41
July 1, 2032	\$61,900.52
Total	\$245,182.66

¹ Prior to the commencement of the PILOT schedule on July 1, 2023, the Company shall pay 100% of all property taxes due as set forth herein in addition to special assessments and special ad valorem levies.

EXHIBIT "B"

LEGAL DESCRIPTION

1970 W. Fayette, LLC

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga, State of New York, being part of Lot 1 Block 27 in the former Village of Geddes and a piece of abandoned canal land conveyed to R. Nelson Gere, all of said land bounded and described as follows: Commencing at a point at the intersection of Bridge and Furnace Streets, running thence southerly along the easterly line of Furnace Street 46-07/100 ft.; thence northeasterly and at right angles to Furnace Street to the enlarged Erie Canal; thence westerly along the south line of the Erie Canal to Bridge St.; thence southerly along the easterly line of Bridge St. to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF ERIE CANAL LANDS, situate in the City of Syracuse, County of Onondaga and State of New York, and being more particularly described as follows: Beginning at a point in the southerly Blue Line of the former Erie Canal, said point being S. 50° 07' 46" E. measured along said Blue Line a distance of 100.92 feet from its intersection with the westerly line of Harbor Street. Said last mentioned point being also N. 37° 43' 10" E. measured along said westerly street line of Harbor Street a distance of 49.71 feet from a point of deflection in said westerly street line; thence N. 52° 06' 22" E. a distance of 17.53 feet to a point; thence S. 51° 36' 15" E. a distance of 48.57 feet to a point; thence S. 76° 39' 33" E. a distance of 14.53 feet to a point; thence S. 52° 02' 25" E. a distance of 82.78 feet to a point; thence S. 53° 26' 12" W. a distance of 28.42 feet to a point in the said southerly Blue Line of said Former Erie Canal; then N. 50° 07' 45" W. along said southerly Blue Line a distance of 141.42 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being a portion of St. Marks Avenue in Said City and being more particularly bounded and described as follows: BEGINNING at the intersection of the present northeasterly line of West Fayette Street with the present easterly line of St. Marks Avenue, which is also a corner of the premises now or formerly owned by Claire U. Haverly, recorded in Book 1037 of Deeds at page 534 & c; thence N. 27°-18'-17" W., 133.99 feet to a point; thence northerly, along a curve to the right, said curve having a radius of 141.0 feet a distance of 169.03 feet to a point of tangency; thence N. 40°-58'-32" E., a distance of 5.0 feet to its intersection with the present southwesterly line of Erie Boulevard West; thence S. 46°-27'-00" E., along said southwesterly line of Erie Boulevard West, a distance of 157.18 feet to its intersection with said easterly line of St. Marks Avenue, which point is also a northeasterly corner of property now or formerly owned by Claire U. Haverly; thence S. 52°-06'-22" W., along said easterly line of St. Marks Avenue, a distance of 67.85 feet to an angle point in said line; thence S. 9°-18'-10" W., along said easterly line of St. Marks Avenue, a distance of 132.0 feet, said last two courses are also the northerly and westerly lines of the property now or formerly owned by Claire U. Haverly to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND located in the City of Syracuse, County of Onondaga and State of New York, described as follows: Beginning at a point in the southerly line of Erie Boulevard West, said point being 118.06 feet easterly measured along the southerly line of Erie Boulevard West from the point of intersection of the southerly line of Erie Boulevard West and the westerly line of Harbor Street; Thence southerly 52° 06' 22" west 50.32 feet to a point, said point being the northwesterly corner of lands conveyed to Syracuse Trust Company by City of Syracuse dated June 19, 1942 and recorded in Onondaga County Clerk's Office on or about September 30, 1942; Thence south 51° 36' 15" east 48.57 feet; Thence south 76° 39' 33" east 14.53 feet; Thence south 52° 02' 25" east 82.72

feet along the northerly line of lands conveyed to Syracuse Trust Company; Thence north $53^{\circ} 26' 12''$ east 33.42 feet to the southerly line of Erie Boulevard West; Thence north $47^{\circ} 37' 34''$ west along the south line of Erie Boulevard West 141.68 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being part of Block 27 of the former Village of Geddes, bounded and described as follows: Beginning at a point in the southerly line of lands of the party of the second part, 186.07 feet from the intersection of the easterly line of West Fayette Street with the southerly line of St. Marks Avenue, as measured on the following courses and distances: S. $36^{\circ} 38' 30''$ E. along the easterly line of West Fayette Street, 46.7 feet, and N. $53^{\circ} 21' 30''$ E. along the southerly line of the lands of the party of the second part, 140 feet; running thence S. $36^{\circ} 38' 30''$ E. a distance of 24.0 feet, thence N. $53^{\circ} 21' 30''$ E. a distance of 69.16 feet to the westerly line of Erie Boulevard West, thence N. $47^{\circ} 37' 34''$ W. along the westerly line of Erie Boulevard West, a distance of 24.45 feet to the southerly line of lands of party of the second part, thence S. $53^{\circ} 21' 30''$ W. a distance of 64.5 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York and being Lot No. 27356 according to a Resubdivision Final Plan Map of Lot 27354 into new Lots 27355 & 27356 prepared by Cottrell Land Surveyors, P.C. dated February 9, 2011, last revised April 25, 2011 and filed in the Onondaga County Clerk's Office on June 15, 2011 as Map No. 11381.

Said premises being more modernly described as follows:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being Lots 1 & 27356 and part of Lot 2 of City Block No. 27 in said City, and being more particularly bounded and described as follows:

Beginning at a point in the easterly line of West Fayette Street, at its intersection with the reputed southerly line of Erie Boulevard West; thence along the said reputed southerly line of Erie Boulevard West, the following six (6) courses and distances: 1. South $46^{\circ} 27' 00''$ East a distance of 157.36 feet to a point; thence 2.) North $52^{\circ} 06' 22''$ East a distance of 4.47 feet to a point; thence 3.) South $47^{\circ} 37' 34''$ East a distance of 142.05 feet to a point; thence 4.) North $53^{\circ} 21' 30''$ East a distance of 10.18 feet to a point; thence 5.) South $47^{\circ} 37' 34''$ East a distance of 66.76 feet to a point; and 6.) South $46^{\circ} 00' 20''$ East a distance of 19.73 feet to a point on the division line between the lands now of formerly of Strathmore Products, Inc. as described in Book 5179 of Deeds at Page 722 on the north and the lands now or formerly of Vintage 4x4, LLC as described in Deed Instrument 2018-018929 on the south, said line also being the southerly line of Lot 27356 as shown on the Map of Resubdivision of Lot 27354 ~ File Map 5719 prepared by Cottrell Land Surveyors dated 2-9-11 and filed in the Onondaga County Clerk's Office as Map 11381; thence South $53^{\circ} 21' 30''$ West along said division and Lot line, a distance of 220.95 feet to a point in the said easterly line of West Fayette Street; thence along the said easterly line of West Fayette Street, the following four (4) courses and distances: 1. North $36^{\circ} 38' 30''$ West a distance of 131.07 feet to a point; thence 2.) North $27^{\circ} 18' 17''$ West a distance of 133.99 feet to a point; thence 3.) northerly along a curve to the right having a radius of 141.00 feet, length of 169.03 and chord of North $07^{\circ} 02' 18''$ East, 159.09 feet to a point; and 4.) North $40^{\circ} 58' 32''$ East a distance of 5.00 feet to the point of beginning.



NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

RECEIVED

DEC 13 2021

DEPT. OF ASSESSMENT

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name City of Syracuse Industrial Development Agency
Street 201 East Washington Street, 6th Floor
City Syracuse
Telephone no. Day (315) 448-8127
Evening () N/A
Contact Judith DeLaney
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name 1970 W. Fayette, LLC
Street 208 North Manlius Street
City Fayetteville, NY 13066
Telephone no. Day (315) 877-5113
Evening () N/A
Contact Scott Dumas
Title Member

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) see attached
- b. Street address see attached
- c. City, Town or Village Syracuse
- d. School District Syracuse
- e. County Onondaga
- f. Current assessment see attached
- 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) commercial/mixed use
- b. Type of construction steel/wood
- c. Square footage 1.39 acres
- d. Total cost \$6,121,299
- e. Date construction commenced 2021
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) June 30, 2033

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 PILOT Agreement - in particular the schedule attached to the PILOT Agreement (the "Schedule") which reflects 100% of real property taxes will continue to be paid until the first payment is due under the Schedule.
- b. Projected expiration date of agreement June 30, 2033

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Onondaga</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Syracuse</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District <u>Syracuse</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name 1970 W. Fayette, LLC
 Title _____
 Address 208 North Manlius Street
Fayetteville, NY 13066

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 _____

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 12-10-21 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Judith DeLaney, Executive Director of City of Syracuse Industrial Development Agency hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

11/29/21
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.a and 3.b. and 3.f Assessment roll description (tax map no./roll year), street address and current assessment:

From the 2021 tax roll:

1970 West Fayette Street (Tax Map No. 112.-25-04.0), current assessment: \$280,000
1499 Erie Boulevard West (Tax Map No. 112.-25-03.0), current assessment: \$7,200
1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), current assessment: \$21,000
1515 Erie Boulevard West (Tax Map No. 112.-25-01.0), current assessment: \$39,800
1950 West Fayette Street (Tax Map No. 111.-10-04.2), current assessment: \$15,000

Response to Item 3.g Deed to IDA: Memorandum of Company Lease and Memorandum of Agency Lease, both dated as of November 1, 2021, were each recorded in the office of the Clerk of Onondaga County on December 8, 2021 as Instrument No. 2021-00059221 and Instrument No. 2021-00059222, 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 November 1, 2021, 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

December 10, 2021

VIA EMAIL AND CERTIFIED MAIL RETURN RECEIPT REQUESTED

7017 0530 0000 5694 7590

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
1970 West Fayette, LLC Project

Dear Mr. Oja:

Enclosed for filing with your office please find an original form RP-412-a attendant with the above-referenced Project.

We previously sent you, via email, fully executed copies of the RP-412-a, the Payment In Lieu of Tax Agreement (the "**PILOT Agreement**"), the Company Lease Agreement and the Agency Lease Agreement, each dated as of November 1, 2021 regarding this Project.

Please pay particular attention to Section 2.02 and Exhibit "A" to the PILOT Agreement regarding payments to be made thereunder. Section 2.02 and the exhibit reflect the approved delay in the implementation of the 10-year PILOT schedule (the "**Schedule**") until the **January 1, 2023** taxable status date such that the Company may realize the full benefit of the Financial Assistance following construction of the project. Prior to the implementation of the Schedule, the Company shall pay 100% of real property taxes as if the Agency had no interest in the Project.

We have enclosed an extra copy of the RP-412-a and ask that you return same, filed-stamped, in the enclosed self-addressed stamped envelope.

If you have any questions regarding the foregoing, or require any additional information, please do not hesitate to contact me.



City of Syracuse, Department of Assessment
December 10, 2021
Page 2

Very truly yours,

15/Susan R. Katzoff (m)

Susan R. Katzoff

SRK/lm
Enclosures

cc: ***Via Electronic Mail with Attachments***
Judith DeLaney, Executive Director, City of Syracuse Industrial Development Agency
Hon. Benjamin Walsh
Hon. Ryan McMahon
Kevin Pole, Esq.

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Status

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Your item was delivered to the front desk, reception area, or mail room at 8:31 am on December 13, 2021 in SYRACUSE, NY 13202.

December 13, 2021 at 8:31 am
SYRACUSE, NY 13202

USPS Tracking Plus™ Available

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Delivered

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

City, State, ZIP

Sent To: Room 130, City Hall
233 East Washington Street
Syracuse, New York 13202

Postage \$ 8.96
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 \$

Postmark Here
910112731415161718192021222324252627282930

7017 0530 0000 5694 7590

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CASH#L.00048
LLM

Lisa Dell, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
STEWART-VAL

Return To :
WLADIS LAW FIRM PC
POB 245
SYRACUSE, NY 13214

Method Returned : MAIL

First PARTY 1

1970 W FAYETTE LLC

First PARTY 2

TOMPKINS TRUST COMPANY

Index Type : Land Records

Instr Number : 2021-00059223

Book : Page :

Type of Instrument : Mortgage

Type of Transaction : Mtg Type A

Recording Fee: \$240.50

Recording Pages : 39

The Property affected by this instrument is situated in Syracuse, in the
County of Onondaga, New York

Mortgage Taxes

Property Located : Syracuse

Serial Number : DM13713

Mortgage Amount : \$490,000.00

Basic Tax : \$0.00

Local Tax : \$0.00

Additional Tax : \$1,225.00

Transportation Auth Tax : \$0.00

SONYMA : \$0.00

County Tax : \$0.00

Total : \$1,225.00

Total Fees : \$1,465.50

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) : 12/08/2021

At (Recorded Time) : 10:30:31 AM



Doc ID - 045918920039

Lisa Dell

Lisa Dell, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

BUILDING LOAN BIFURCATED MORTGAGE AND SECURITY AGREEMENT

Dated as of November 30, 2021

in the amount of \$490,000.00

made by

1970 W. FAYETTE, LLC

and

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

in favor of

TOMPKINS TRUST COMPANY

Street Address: 1970 West Fayette Street, Syracuse, New York
County of: Onondaga
State of: New York
Tax Map #: 112.-25-04.0

Street Address: 1950 West Fayette Street, Syracuse, New York
County of: Onondaga
State of: New York
Tax Map #: 111.-10-04.2

Street Address: 1499 Erie Boulevard West, Syracuse, New York
County of: Onondaga
State of: New York
Tax Map #: 112.-25-03.0

Street Address: 1515 Erie Boulevard West, Syracuse, New York
County of: Onondaga
State of: New York
Tax Map #: 112.-25-01.0

Street Address: 1501 Erie Boulevard West, Syracuse, New York
County of: Onondaga
State of: New York
Tax Map #: 112.-25-02.0

RECORD AND RETURN TO:

WLADIS LAW FIRM, P.C.
P.O. BOX 245
SYRACUSE, NEW YORK 13214
ATTENTION: TIMOTHY H. DOOLITTLE, ESQ.

BUILDING LOAN BIFURCATED MORTGAGE AND SECURITY AGREEMENT

THIS BUILDING LOAN BIFURCATED MORTGAGE AND SECURITY AGREEMENT (“Mortgage”) is made as of November 30, 2021 by **1970 W. FAYETTE, LLC** (“Mortgagor”), New York limited liability company with an address of 208 N. Manlius Street, Fayetteville, New York 13066 and the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 201 East Washington Street, 6th Floor, Syracuse, New York 13202 (“Agency”) in favor of **TOMPKINS TRUST COMPANY**, a bank chartered under the laws of the State of New York (“Mortgagee”), with an address of 118 E. Seneca Street, Ithaca, New York 14850.

Certain capitalized terms not elsewhere defined in this Mortgage have the meanings given in Section 24.

This Mortgage is a bifurcated mortgage. It shall be deemed to constitute a “building loan mortgage” pursuant to the provisions of the New York Lien Law (the “Lien Law”) securing proceeds of the Note that are utilized for Costs of Improvement in the maximum principal amount of \$359,841.00 or so much thereof as may be advanced pursuant to the Building Loan Contract, and shall constitute a separate non-building loan mortgage securing proceeds of the Note that are utilized for Non-Qualifying Costs in the maximum principal amount of \$130,159.00 or so much thereof as may be advanced pursuant to the Building Loan Contract. The portion of this Mortgage securing Non-Qualifying Costs and not deemed to be a building loan mortgage shall have priority in lien over the portion of this Mortgage securing Costs of Improvement and deemed to be a building loan mortgage.

Mortgagor hereby represents, covenants, warrants and agrees:

1. Obligations Secured.

1.1. This Mortgage is made to secure payment and performance of all Obligations, whether direct, indirect or contingent and of any nature, of Mortgagor to Mortgagee under, provided in, or related to this Mortgage, a certain Bifurcated Building Loan Note (“Note”) in the aggregate maximum principal amount of \$490,000.00 (“Principal Amount”) made by Mortgagor, the Building Loan Contract, and the Loan Documents, including as amended, extended, renewed, modified, supplemented, restated or substituted from time to time. The Obligations secured hereby are limited to the Principal Amount, together with all interest accrued thereon (including as applicable, at the Default Rate), plus all protective and other amounts advanced by Mortgagee or to which Mortgagee is entitled pursuant to the terms of this Mortgage, and all fees, taxes, expenses, indemnities and costs of collection, and any amount, cost or charge to which Mortgagee becomes subrogated upon payment, whether under principles of law or statutory authority. Unless Mortgagor is not an “eligible contract participant” as defined in the Commodity Exchange Act, any amounts now or hereafter due and owing in connection with any interest rate swap agreement related to the Note, now or hereafter existing, including interest, fees, penalties, or other charges, shall be deemed additional interest or an expense (as determined by Mortgagee) and part of the Obligations secured by this Mortgage.

1.2. Advances under the Note will be made pursuant to, and the Loan Documents include the Building Loan Contract.

2. Mortgaged Property.

2.1. To secure payment and performance of the Obligations, Mortgagor and Agency (except as with respect to selling and warranting) hereby mortgage, give, grant, bargain, sell, warrant, alien, convey, assign, excepting therefrom the Agency Leases), transfer, enfeoff, hypothecate, pledge, set over

and confirm unto Mortgagee all of Mortgagor's and Agency's estate, right, title, interest, claim or demand of any nature whatsoever, either in law or in equity, in possession or expectancy, in, to and under any and all of the following, whether now owned or hereafter created, held or acquired, whether or not situated in easements; and proceeds thereof, substitutions and replacements therefor, additions thereto, and changes therein and excepting from all of the foregoing the Agency's Unassigned Rights as defined in the Agency Leases, (each and collectively, the "Mortgaged Property"), to have and to hold unto Mortgagee, its successors and assigns, forever:

- (a) that plot, piece or parcel of land described in Schedule A attached hereto (the "Premises"),
- (b) all structures, buildings, improvements, apparatus, appurtenances, leasehold improvements, fittings, machinery, equipment, and fixtures located or erected on, forming part of, necessary or useful for current or future occupancy and operation of, or attached in any manner to the Premises, and plans and specifications relative to the construction or operation of any of them (each and collectively, the "Improvements"),
- (c) all easements, rights of way, streets, alleys, passages, vaults, sewer and water rights, powers, party-wall agreements, access rights, development rights, zoning rights, air rights or similar or comparable rights of any nature whatsoever now or hereafter appurtenant to the Premises or now or hereafter transferred to the Premises, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Mortgaged Property;
- (d) all articles of personal property and fixtures of every kind in which Mortgagor has an interest, now or hereafter attached to, located at, in or on, or used or useful in connection with the Premises or Improvements, including heating, plumbing, air conditioning, refrigeration, sprinkler, electrical, security, communications, signal, transmission, power generation, disposal, sewer, water, irrigation and other systems and fixtures; motors and cranes; kitchen and other appliances; window hardware, screens and coverings; landscaping and fences; paneling, cabinetry, shelving, and storage systems; incinerators; tanks and vats; building equipment, materials and supplies of any nature (whether stored on or off site); landscaping; and floor and wall coverings (each and collectively, the "Collateral");
- (e) all general intangibles (including as such term is defined in the UCC) in any way relating to the Premises or the Improvements and in which Mortgagor has any interest, including all consents, certificates, authorizations, variances, waivers, licenses, certificates of occupancy, permits and approvals from any governmental authority relating to the Premises or the construction of any Improvements, development rights or credits, licenses, trade names, goodwill and all books and records relating to the Premises or the business operated or to be operated on the Premises;
- (f) all agreements now or hereafter entered into for the sale, leasing, brokerage, development, management, maintenance, design, construction, equipping, financing, or operation of the Premises or Improvements (including any warranty, construction, marketing, engineering, architectural or purchase contracts or agreements), including all moneys due and to become due thereunder and all cash or securities deposited thereunder; all options and agreements with respect to any additional real property for the use or development of the Premises or construction or use of the Improvements; and all rights under and benefits of subordination, non-disturbance and attornment agreements;

- (g) all crops growing or to be grown and all standing timber upon the Premises (in each case including after severance from the Premises), and all as extracted collateral (as defined in the UCC), minerals, oil, gas, and similar rights, all of which shall be deemed part of the Collateral;
- (h) all leases, subleases, lettings, licenses and other uses and occupancies of the Premises or Improvements now existing or hereafter entered into, together with the rents, issues, income and profits thereof including insurance covering business interruption or interruption of rental payments under any leases or any part thereof, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such, and all guaranties of the obligations of the tenants, subtenants, lessees, licensees, users or occupants thereunder, all including as more particularly described in, and subject to the provisions of, Section 13;
- (i) escrows, deposits, reserves, holdbacks or funds, however characterized, chattel paper, accounts, deposit accounts, letter of credit rights, documents, inventory and instruments (as such terms are defined in the UCC), all as related to the Mortgaged Property or Building Loan Contract, including all of Mortgagor's operating accounts with respect to the Premises and the Improvements and all other moneys or obligations which are deposited or required to be deposited with, or are held or are required to be held by or on behalf of Mortgagee in trust under or pursuant to any provision of this Mortgage, the Building Loan Contract, or the Loan Agreement;
- (j) and rights in insurance policies insuring the Mortgaged Property or title thereto (whether or not required by Mortgagee), including all proceeds thereof, the right to receive and apply them, and any unearned premiums thereon;
- (k) all awards, payments, and judgments or settlements made in lieu thereof, interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property, including from the exercise of the right of eminent domain or any transfer made in lieu of the exercise of said right, or for any other injury to or decrease in the value of the Mortgaged Property;
- (l) all refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Premises and Improvements as a result of tax certiorari or any applications or proceedings for reduction, and all tax certiorari claims and proceeds with respect to the Premises and Improvements;
- (m) the right, in the name and on behalf of Mortgagor to appear in and defend any action or proceeding brought with respect to the Mortgaged Property to protect the interest of Mortgagee therein and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Property; and
- (n) all proceeds of the conversion, voluntary or involuntary, or any of the foregoing into cash or liquidated claims.

2.2. All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the Mortgaged Property hereafter acquired by, or released to, Mortgagor, or constructed, assembled or placed on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each

such case, without any further mortgage, conveyance, assignment or other act by Mortgagor or Mortgagee, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described in the granting clause hereof.

3. Payment of Obligations. Mortgagor shall pay promptly the Obligations at the time and in the manner provided in the Loan Documents.

4. Title Matters; Liens.

4.1. Mortgagor has and will continue to hold good and marketable title to an indefeasible fee estate in the Premises subject to no lien, claim, charge or encumbrance, except Permitted Exceptions.

4.2. This Mortgage is and shall remain a valid and enforceable first lien on the Mortgaged Property subject only to the Permitted Exceptions, and Mortgagor shall do or cause to be done everything necessary so that the lien on this Mortgage shall be fully preserved, at the cost of Mortgagor without expense to Mortgagee. Except for Permitted Exceptions, Mortgagor shall keep the Mortgaged Property free from liens, levies, judgments and judicial process of every kind, except only for real estate taxes and general and special assessments which are not yet due and payable. Mortgagor shall pay, from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers and others, which claims and demands, if unpaid, might result in, or permit the creation of, a lien on the Mortgaged Property, or on the revenues, rents, issues, income and profits arising therefrom. Mortgagor shall indemnify and hold Mortgagee harmless from and against any loss or liability, cost or expense, including any judgments, reasonable attorneys' fees and expenses, costs of appeal bonds and printing costs arising out of or relating to any proceeding instituted by any claimant alleging priority over the lien of this Mortgage or by any claimant alleging a violation by Mortgagor or Mortgagee of any section of any applicable law.

4.3. Mortgagor shall pay the costs of title evidence satisfactory to Mortgagee showing title to the Mortgaged Property to be as herein warranted. In the event of any subsequent change in title to the Mortgaged Property, other than a change expressly permitted by the Loan Documents, Mortgagor agrees to pay the cost of (i) an extension or endorsement to such title evidence showing such change in title, and (ii) changing any and all insurance and other records in connection with the servicing of the loan secured hereby made necessary by such change in title.

4.4. Mortgagor is solvent and the execution and delivery of this Mortgage does not constitute a "fraudulent conveyance" within the meaning of the United States Bankruptcy Code or similar law. No pledge or assignment of any Leases or Rents (as defined in Section 13) or any portion thereof, other than any given to Mortgagee, is outstanding or in force.

4.5. There shall be no merger of the lien, security interest or other estate or interest created by this Mortgage with the fee estate in the Mortgaged Property by reason that any such interest created by this Mortgage may be held, directly or indirectly, by or for the account of any Person who shall own the fee estate or any other interest in the Mortgaged Property. No such merger shall occur unless and until all Persons at the time having such concurrent interests shall join in a written instrument effecting such merger, and such instrument shall be duly recorded.

4.6. If the Obligations or any part thereof, including any amounts advanced by Mortgagee, are used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Mortgaged Property, then Mortgagee shall be subrogated to such other liens or encumbrances and to any additional security held by the holder thereof and shall have the benefit of the priority of all of the same, whether or not any such lien, encumbrance or additional security is canceled of

record upon such payment or advancement or otherwise, and in addition to the security afforded by this Mortgage and the other Loan Documents.

4.7. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien, encumbrance, right, title or interest in or to the Mortgaged Property, Mortgagee may release any Person at any time liable for the payment of the Obligations or any portion thereof or any part of the security held for the Obligations, and may extend the time of payment, modify the interest rate, or otherwise modify the terms of any instrument evidencing the Obligations or this Mortgage, without in any manner impairing or affecting this Mortgage or the lien thereof or the priority of this Mortgage, as so extended and modified, as security for the Obligations over any such subordinate lien, encumbrance, right, title or interest.

5. Status of Mortgagor.

5.1. The execution and delivery by Mortgagor of, and performance of its obligations under this Mortgage and the Loan Documents, does not and will not result in Mortgagor being in default under any mortgage, credit or other agreement to which Mortgagor is a party, that affects Mortgagor or the Mortgaged Property, or evidencing or establishing the existence of Mortgagor.

5.2. If Mortgagor is an entity: (a) it is duly organized, validly existing and is in good standing under the laws of its jurisdiction of formation, (b) it has all necessary licenses, authorizations, registrations, permits and approvals, and full power and authority, to own its properties and carry on its business as currently conducted, (c) so long as it is owner of the Mortgaged Property, it will do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges under the laws of its jurisdiction of formation, and (d) the execution and delivery of this Mortgage and the Loan Documents have been duly authorized, and that there is no provision in any document evidencing or establishing the existence of or binding upon Mortgagor that requires any further consent for such action by any other Person.

6. Recording; Further Assurances.

6.1. Mortgagor forthwith upon the execution and delivery of this Mortgage, and thereafter from time to time, shall, at the sole cost of Mortgagor, cause this Mortgage and any security instrument creating a lien or evidencing the lien hereof upon the Mortgaged Property and each instrument of further assurance, to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to fully protect the lien hereof upon, and the interest of Mortgagee in, the Mortgaged Property.

6.2. Mortgagor shall pay, for itself and the Agency, all filing, registration or recording fees, and all expenses incident to the execution and acknowledgment of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property, and any instrument of further assurance, and all federal, state, county and municipal mortgage and other taxes, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage, the other Loan Documents, or any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance.

6.3. If at any time any governmental authority, whether federal, state or municipal, or any agency or subdivision of any of them, shall require documentary stamps on this Mortgage or any of the other Loan Documents, or upon the passage of any law of the State of New York deducting from the value of land for the purposes of real estate taxation the amount of any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for federal, state or local purposes, or the manner of the collection of any such taxes so as to impose, in any such event, a tax (other

than an income tax) upon or otherwise to substantially and adversely affect the value of this Mortgage, then all Obligations secured hereby shall become due and payable at the election of Mortgagee thirty (30) days after the mailing of notice of such election to Mortgagor; provided, however, this Mortgage and the other Loan Documents shall be and remain in effect if Mortgagor lawfully may pay, and does in fact pay, when payable, for such stamps and taxes, including interest and penalties thereon, to or for Mortgagee. Mortgagor further agrees to deliver to Mortgagee, at any time, upon demand, such evidence as may be required by any government agency having jurisdiction in order to determine whether the Obligation are subject to or exempt from any such tax.

6.4. Mortgagor shall do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, financing statements, affidavits, certifications, transfers and assurances as Mortgagee shall from time to time require, for the better assuring, conveying, assigning, transferring, extending, continuing, and confirming unto Mortgagee the Mortgaged Property, the priority hereof, and the rights hereby conveyed or assigned (or intended now or hereafter so to be), or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage. Mortgagor hereby irrevocably appoints Mortgagee its attorney-in-fact, and authorizes, directs and empowers such attorney, at its option, to execute, acknowledge and deliver on behalf of Mortgagor, its successors and assigns, any such items if Mortgagor shall fail so to do within five (5) days after request by Mortgagee. Mortgagor shall pay to Mortgagee on demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording and filing of any such documents.

7. Taxes.

7.1. Mortgagor shall cause to be paid, before delinquency and before any penalty for non-payment attaches thereto, all taxes, assessments, and other governmental or municipal or public dues, charges, fines, liens or impositions which are or hereafter may be levied against the Mortgaged Property, or any payments in lieu thereof (collectively, "Taxes"). Nothing in this Section shall require the payment or discharge of any obligation imposed upon Mortgagor by this Section so long as Mortgagor after notice of the same to Mortgagee is in good faith and at its own expense contesting the same or the validity thereof by appropriate legal proceedings that operate to prevent the collection thereof, or other realization thereon, from the sale or forfeiture of the Mortgaged Property; provided that during such contest Mortgagor shall, at the sole option of Mortgagee, provide security satisfactory to Mortgagee assuring the discharge of Mortgagor's obligations under this Section and of any additional charge, penalty or expense arising from or incurred as a result of such contest; and provided further that if, at any time, payment of any obligation imposed upon Mortgagor by this Section shall become necessary, in Mortgagee's sole reasonable judgment, to prevent the delivery of a tax deed, or its equivalent, conveying the Mortgaged Property, then Mortgagor shall, upon Mortgagee's demand, immediately pay such obligation.

7.2. During any period in which tax escrow payments are not being made to Mortgagee pursuant to Section 9: (a) Mortgagor shall promptly deliver to Mortgagee receipted bills evidencing each such payment of Taxes, together with any other evidence of payment required by Mortgagee in its sole and absolute discretion, no later than five (5) days prior to the last day upon which such payment can be made without penalty or interest, and (b) Mortgagor shall pay any cost or expense of Mortgagee for tax monitoring services. If Mortgagor shall fail to do so, without prejudice to any other right or remedy that may be available to Mortgagee in such event, Mortgagee shall have the right to make any such payment whenever Mortgagee, in its sole discretion, shall deem such payment to be necessary or desirable to protect the security intended to be created by this Mortgage. All sums so advanced shall be a lien upon the Mortgaged Property and shall be secured hereby, and Mortgagor shall repay on demand by Mortgagee all such sums so advanced with interest at the Default Rate. Mortgagee, in advancing any payment

relating to Taxes, asserted against the Mortgaged Property, shall have the right to do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy or validity thereof. In connection with any such advance, Mortgagee, at its option, shall have the right to and is hereby authorized to obtain, at Mortgagor's sole cost and expense, a continuation report of title prepared by a title insurance company of Mortgagor's choice.

8. Insurance.

8.1. Mortgagor at its sole cost and expense shall cause to be maintained insurance in such amounts and against such other insurable casualties, hazards or risks as may from time to time be reasonably required by Mortgagee from time to time including:

(a) Insurance on the Improvements and the Collateral against loss or damage by fire and other risks now or hereafter embraced by so-called "all risks" insurance, in an amount sufficient to prevent Mortgagor from becoming a co-insurer under the applicable policies and at least the greater of the Principal Amount and the "full replacement cost" of the Improvements and Collateral, without deduction for depreciation, and with a replacement cost endorsement satisfactory to Mortgagee. During any construction period, builder's risk insurance shall be provided. As used herein, "full replacement cost" shall mean (i) with reference to the Improvements, the cost of replacing the Improvements exclusive of the cost of excavations, foundations and footings below the lowest basement floor, and (ii) with reference to the Collateral, the cost of replacing the Collateral, and in either case, without deduction for the physical depreciation thereof. Such full replacement cost shall be determined from time to time (but not more often than once every twelve months) at the request of Mortgagee by an insurer or by an appraiser, architect or contractor designated by Mortgagee and paid by Mortgagor. No omission on the part of Mortgagee to request any such determination shall relieve Mortgagor of any of its obligations under this Section 8.1.

(b) Comprehensive commercial general liability insurance in such amounts as Mortgagee may from time to time require with (i) blanket contractual liability coverage specifically including coverage for liability arising out of this Mortgage and the Loan Documents, and (ii) premises operations and personal injury coverage against claims for bodily injury, death or property damage occurring on, in, or about the Premises including losses caused by explosion, collapse and underground.

(c) Insurance against loss or damage from (i) leakage of sprinkler systems and (ii) explosion of steam boilers, air conditioning equipment, pressure vessels and similar apparatus now or hereafter installed in the Mortgaged Property, in form, and in such amounts, as Mortgagee shall from time to time require.

(d) Insurance against business interruption, rent loss or abatement of rent, for loss occasioned by the perils commonly insured in the so-called "all risks" policy, in an amount not less than the greater of (i) one year's gross income from the Premises plus the annual real estate taxes thereon and (ii) the aggregate annual amount payable from time to time under the Note.

(e) If the Premises, or any part thereof, are located in an area which has been identified by the Secretary of Housing and Urban Development as a flood hazard area, for as long as any Obligations remain unpaid Mortgagor shall keep the Mortgaged Property covered by flood insurance, naming Mortgagee as an additional insured party, in an amount at least equal to the lesser of the full Principal Amount or the maximum limit of coverage available for the Mortgaged Property under the National Flood Insurance Act of 1968 and regulations related thereto, as the same has been or may hereafter be amended or modified (and any successors thereto).

8.2. Each policy of insurance required Section 8.1(a) and 8.1(c)-(e) (inclusive) shall: (a) have deductibles or self insured retention limits acceptable to Mortgagee, (b) contain the standard non contributory mortgagee endorsement in favor of Mortgagee and its successors and assigns (including naming Mortgagee as lender loss payee and entitling Mortgagee to collect any and all proceeds payable under such insurance without subjecting Mortgagee to defenses that may be available against Mortgagor or any other owner of the Mortgaged Property), (c) contain a waiver of subrogation, and (d) provide that Mortgagee shall have the sole and exclusive right to adjust any insurance awards. All policies of insurance required by Section 8.1(b) shall be written on an "occurrence" basis and shall name Mortgagee and its successors and assigns as an additional insured. Any such insurance may be provided under so-called "blanket" policies, so long as the amounts and coverages thereunder will, in Mortgagee's sole judgment, provide protection equivalent to that provided under a single policy meeting the requirements hereinabove. All policies of insurance including endorsements shall be fully paid for, nonassessable, and issued by financially sound and generally recognized insurers lawfully doing business in New York and acceptable to Mortgagee. Mortgagor shall not take out separate insurance concurrent in form or contribution in the event of loss with that required to be maintained under this Section 8 unless Mortgagee is included thereon as a named insured with loss payable to Mortgagee under a standard mortgagee/lender loss payee endorsement of the character above described. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee the policy or policies of such insurance.

8.3. Each policy of insurance shall specifically provide that (a) such policy may not be canceled or modified except upon ten (10) days prior written notice to Mortgagee and (b) any and all insurance proceeds shall be paid to Mortgagee. During any period in which insurance escrow payments are not being made to Mortgagee pursuant to Section 9, not less than thirty (30) days prior to the expiration dates of expiring policies, Mortgagor shall deliver to Mortgagee evidence of continuation of policies required by this Section 8 accompanied by evidence satisfactory to the Mortgagee of payment of one-year's premiums.

8.4. If Mortgagor shall fail to procure, pay for or deliver to Mortgagee any policy or policies of insurance or renewals thereof as required by this Section 8, without prejudice to any other right or remedy that may be available to Mortgagee in such event, Mortgagee may, at its option, but shall be under no obligation to do so, effect such insurance and pay the premium therefor, and Mortgagor shall immediately repay to Mortgagee any premiums so paid, with interest thereon at the Default Rate. Any amount so expended by Mortgagee, with interest thereon at the Default Rate, shall be secured by the lien of this Mortgage. Mortgagor hereby waives any claim against Mortgagee by reason of the failure of Mortgagee to (a) notify Mortgagor of the cancellation or non-renewal of any insurance required by this Section 8, or (b) effect any such insurance.

8.5. Mortgagor shall give Mortgagee prompt notice of any loss or damage to all or any portion of the Mortgaged Property resulting from fire, vandalism, malicious mischief or any other casualty or physical harm covered by the insurance required under this Mortgage.

(a) Mortgagee may appear in any related proceedings and negotiations and Mortgagor shall promptly deliver to Mortgagee copies of all notices and pleadings in any such proceedings. Mortgagor will, in good faith, file and prosecute all claims necessary for any award or payment resulting from such damage or destruction. All costs and expenses incurred by Mortgagee in exercising its rights under this Section shall constitute Obligations secured by this Mortgage. Notwithstanding the foregoing, if an Event of Default shall have occurred and be continuing, Mortgagee shall have the sole right to collect, adjust and compromise any losses and Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact for such purposes.

(b) Notwithstanding anything to the contrary contained herein or in Section 254 of the New York Real Property Law which shall not apply to the extent inconsistent with this Mortgage, or any other provision of applicable law, the proceeds of insurance policies coming into the possession of Mortgagee shall not be deemed trust funds and Mortgagee shall have the option in its sole discretion to apply any insurance proceeds it may receive pursuant hereto, or otherwise, to the payment of the Obligations, or to allow all or a portion of such proceeds to be used for the restoration of the Mortgaged Property (subject to any terms and conditions established by Mortgagee) without affecting the lien of this Mortgage for the full amount of the Obligations owing prior to receipt of such proceeds. In the event any such insurance proceeds shall be used to reduce the Obligations, the same shall be applied by Mortgagee, after the deduction therefrom and repayment to Mortgagee of any and all costs and expenses incurred by Mortgagee in the recovery thereof, in any manner Mortgagee shall designate including but not limited to, the application of such proceeds to the Principal Amount in order of the last maturing installments due with respect thereto, such that the regular principal installment payments, if any, shall not be reduced or altered in any manner. The lien of this Mortgage shall be reduced only by the amount received, retained, and actually applied by Mortgagee in reduction of the Obligations. Any proceeds remaining after payment in full of the Obligations shall be paid by Mortgagee to Mortgagor without any allowance for interest thereon.

9. Tax and Insurance Escrow.

9.1. Unless Mortgagee notifies Mortgagor in writing that an escrow account shall not be required under this Section 9, Mortgagor shall pay to Mortgagee, in addition to the payments under the Note and concurrently therewith in a single payment monthly until the Note is fully paid, a sum equal to annual Taxes and premiums for insurance required hereunder (all as estimated by Mortgagee) less all sums previously paid therefor, divided by the number of full calendar months to elapse before the date which is one (1) month prior to the date when such Taxes and insurance premiums will become due. If, on or after the date that is thirty (30) days prior to the due date of any of the aforementioned obligations, the amounts then on deposit therefor shall be insufficient for the payment of such obligation in full, Mortgagor within five (5) days after demand by Mortgagee shall deposit the amount of the deficiency with Mortgagee. Even if Mortgagee has notified Mortgagor that an escrow account shall not be required, Mortgagee nevertheless may, at its option, thereafter (including after an Event of Default) require Mortgagor to make the escrow payments under this Section 9. Such sums shall be held by Mortgagee for payment of such Taxes and insurance premiums as and when due, or if an Event of Default has occurred and is continuing, to the payment of the Obligations in such order as Mortgagee may determine. Mortgagee shall have a security interest in such sums and the right to commingle and hold such sums with its general funds. No interest shall accrue thereon in favor of Mortgagor. Nothing herein contained shall be deemed to affect any right or remedy of Mortgagee under any provision of this Mortgage or of any statute or rule of law to pay any such amount and to add the amount so paid to the Obligations.

9.2. Mortgagee shall have the right to make any and all payments notwithstanding that at that time any such Tax or premium is then being protested or contested by Mortgagor, unless Mortgagor shall have notified Mortgagee in writing not less than thirty (30) days prior to the due date of such protest or contest of such Tax or premium, in which event, Mortgagee shall make such payment under protest in the manner prescribed by law or shall withhold such payment, but only if Mortgagor is contesting such Tax subject to and in compliance with Section 7.1. In the event such protest or contest shall or might result in a penalty or other charges, Mortgagor shall likewise deposit with Mortgagee monthly pro-rata the amount of any such penalty or additional charge. Upon receipt by Mortgagee of any refunds of impositions or other charges relating to the Mortgaged Property or the Obligations secured hereby, Mortgagee shall promptly pay such refund to Mortgagor; provided, however, if an Event of Default is continuing hereunder, Mortgagee shall have the right to apply such refund to reduce the Obligations secured hereby.

9.3. Without limiting the rights of Mortgagee hereunder, in the event of a sale of the Premises or any other part of the Mortgaged Property, any funds then on deposit with Mortgagee shall, at Mortgagee's option, and thereupon automatically and without the necessity of further notice or written assignment, be transferred to and held thereafter for the account of the new owner, to be applied in accordance with the foregoing. If the Premises or any other part of the Mortgaged Property is purchased by Mortgagee at foreclosure sale or is otherwise acquired by Mortgagee after an Event of Default, the remaining balance, if any, of the funds deposited with Mortgagee pursuant to Section 9.2 above shall continue to be applied, subject to the security interest hereunder, first to Mortgagee's unreimbursed costs and expenses in such purchase or acquisition, then to reduce the Obligations secured by this Mortgage, and the balance, if any, shall be paid to Mortgagor, subject to the order of the court having jurisdiction in any such proceeding.

10. Maintenance of Mortgaged Property; Compliance with Laws. Mortgagor shall perform all acts that from the character or use of the Mortgaged Property may be reasonably necessary to maintain and preserve its value.

10.1. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property, and shall make (or cause to be made) all necessary and proper repairs and replacements so that all components of the Mortgaged Property will, at all times, be in good condition, fit and proper for the respective purposes for which they were erected or installed. None of the Improvements shall be structurally or otherwise materially altered, removed or demolished, nor shall any fixtures or any portion of the Collateral on, in or about the Premises be severed, removed, sold, mortgaged or otherwise encumbered, without the prior written consent of Mortgagee in each case; provided, however, that Mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage, such Collateral as from time to time may become worn out or obsolete, provided that simultaneously with or prior to such removal, such Collateral shall be replaced with other new Collateral of like kind, and by such removal, Mortgagor shall be deemed to have subjected the replacement Collateral to the lien of this Mortgage. Any Improvements or any of the Collateral which are demolished or destroyed in whole or in part shall be replaced promptly by similar Improvements and Collateral of comparable quality, condition and utility as those demolished or destroyed, thereupon becoming part of the Mortgaged Property free from any other lien or security interest or encumbrance on or reservation of title to such property. If the Mortgaged Property is used for agricultural purposes: (a) the Mortgaged Property shall be farmed in a good and husbandlike manner, and (b) all trees, vines and crops shall be properly cultivated and replaced, and all crops shall be harvested and sold, consistent with reasonably appropriate practices in the ordinary course.

10.2. Mortgagor hereby grants to Mortgagee and its agents the right in their reasonable discretion, at reasonable times and upon reasonable notice, to enter upon the Mortgaged Property at any time for the purpose of inspecting and appraising the Mortgaged Property and conducting tests and surveys thereof, but Mortgagee shall have no obligation to do so. In the event that Mortgagor shall fail fully to comply with any of the requirements of this Section 10, without prejudice to any other right or remedy that may be available to Mortgagee in such event, Mortgagee shall have the right to recover, as damages for such failure, an amount equivalent to the cost required to restore the Mortgaged Property to the condition hereby required, such amount to be secured by this Mortgage.

10.3. Mortgagor shall comply with, and to cause all occupants of all or any portion of the Mortgaged Property to comply with, all applicable zoning, building, use and environmental restrictions and all laws, rules, statutes, ordinances, regulations, orders and requirements, including environmental matters and notices of violation of all governmental authorities having jurisdiction over the Mortgaged Property or the maintenance, use and operation thereof, and all applicable restrictions, agreements and requirements, whether or not of record. Mortgagor will maintain any required worker's compensation

insurance. Mortgagor will deliver to Mortgagee within ten (10) days after receipt thereof any additional permits or renewals, issued and approved or disapproved with respect to the Mortgaged Property.

10.4. Mortgagor will not, without obtaining the prior written consent of Mortgagee, initiate, join in or consent to any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses that may be made of the Mortgaged Property.

10.5. Upon any default by Mortgagor in satisfying its obligations under this Section 10 after thirty (30) days' notice from Mortgagee, without prejudice to any of its other rights and remedies hereunder, Mortgagee, at its option, may put the Mortgaged Property into reasonable condition and repair, and all sums paid by Mortgagee for such purposes shall, together with interest thereon, be added to the amount secured hereunder and be payable on demand.

11. Environmental Matters.

11.1. For purposes of this Section 11, the following terms shall have the following meanings:

(a) "Disposal" means the intentional or unintentional abandonment, discharge, deposit, injection, dumping, spilling, leaking, storage, burning, thermal destruction or placing of any substance so that it or any of its constituents may enter the Environment.

(b) "Environment" means any water including but not limited to surface water and ground water or water vapor, air including ambient air, any land including land surface or subsurface, stream sediments, air, fish, wildlife, plants, and all other natural resources or environmental media.

(c) "Environmental Laws" means, collectively, each federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation law, statute, ordinance, regulation, code and rule relating to the protection of the Environment or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the policies, guidelines, procedures, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

(d) "Environmental Permits" means, collectively, all licenses, permits, approvals, authorizations, consents or registrations required by any applicable Environmental Laws and all applicable judicial and administrative orders in connection with ownership, lease, purchase, transfer, closure, use or operation of the Mortgaged Property or as may be required for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances.

(e) "Environmental Questionnaire" means a questionnaire and all attachments thereto concerning activities and conditions affecting the Environment at the Mortgaged Property, or the enforcement or possible enforcement of any Environmental Law against Mortgagor.

(f) "Environmental Report" means a written report by an environmental consulting or environmental engineering firm or otherwise which concerns or relates to conditions associated with the Environment.

(g) "Hazardous Substances" means, collectively, any explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, Hazardous Substances, solid waste, hazardous wastes, pollutants, irritants, contaminants, hazardous or toxic substances and any other material defined as a hazardous substance under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended

including 42 U.S.C. §§9601 et seq. (“CERCLA”), including §9601(14), or regulated under Environmental Laws.

(h) “Release” has the meaning given to that term in CERCLA Section 101(22), 42 U.S.C. §9601(22), and the regulations promulgated thereunder.

(i) “Wetlands” has the meaning given to that term in 33 C.F.R. Section 328.3 and pursuant to the Federal Water Pollution Control Act (also known as the Clean Water Act) 33 U.S.C. 1251 et seq. (“CWA”) including other applicable regulation or guidance issued under same, and in any comparable state and local law, statute, ordinances, rule or regulation.

(j) “Wetlands Law(s)” means any federal, state or local laws, statutes, ordinances, rules, regulations, or guidance pertaining to the maintenance or preservation of Wetlands, including the CWA.

11.2. Mortgagor represents and warrants to Mortgagee, to the best of its knowledge, that except as disclosed, if at all, in Environmental Reports furnished to Mortgagee:

(a) no asbestos or urea formaldehyde foam insulation is located in any of the Improvements;

(b) no underground storage tanks including those containing Hazardous Substances are or have been located at the Premises;

(c) radon gas is not present in the Improvements in concentrations exceeding amounts allowed by any Environmental Law;

(d) no electrical transformers, capacitors, lighting ballasts or other electric equipment on any of the Mortgaged Property contain polychlorinated biphenyls (PCBs) in concentrations exceeding amounts allowed by any Environmental Law;

(e) none of the Mortgaged Property or any adjacent property is being used or has been used for the Disposal of any Hazardous Substance or for the generation, treatment, storage or Disposal of Hazardous Substances, except in accordance with all Environmental Laws and Environmental Permits;

(f) no Release or threatened release of a Hazardous Substance (including as defined under CERCLA and associated case law) has occurred at or from the Mortgaged Property or any adjacent property;

(g) neither Mortgagor nor any of the Mortgaged Property is subject to any existing, pending or threatened suit, claim, action, proceeding, judgment, order, notice of violation, or request for information under any Environmental Law, related to any Environmental Permit or lack thereof, related to the presence or Release of any Hazardous Substance on or adjacent to the Mortgaged Property, or involving human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Mortgaged Property or the ownership, use, operation, sale, transfer or conveyance thereof;

(h) no event has occurred with respect to the Mortgaged Property which constitutes a violation of any applicable Environmental Law or non-compliance with any Environmental Permit or, with the passage of time or the giving of notice, or both, would constitute a violation of any applicable Environmental Law or non-compliance with any Environmental Permit;

(i) there are no agreements, consent orders, decrees, judgments, license or permit conditions or other orders or directives of any federal, state or local court, governmental agency or authority relating to the past, present or future ownership, use, operation, sale, transfer or conveyance of the Mortgaged Property that require any change in the present condition of the Mortgaged Property or any work, repairs, construction, containment, clean up, investigations, studies, removal or other remedial action or capital expenditures with respect to the Mortgaged Property, or that impose any institutional controls that limit the use of Mortgagor's property or assets; and

(j) Mortgagor, and all tenants and occupants of the Mortgaged Property, are in compliance with all Environmental Laws applicable to their operations at or related to the Mortgaged Property, and all Environmental Permits applicable to the Mortgaged Property have been obtained and are in full force and effect.

11.3. So long as this Mortgage remains a lien on the Mortgaged Property, without limitation and in furtherance of Section 10.3, Mortgagor shall, and shall cause its tenants and other occupants of the Mortgaged Property, contractors, employees and agents to:

(a) comply with all Environmental Laws, Environmental Permits, and Wetland Laws in connection with ownership or use of the Mortgaged Property;

(b) not suffer, cause or permit the Disposal of Hazardous Substances at the Mortgaged Property;

(c) not suffer, cause or permit the generation, handling, processing, use, or storage of Hazardous Substances on the Mortgaged Property, or transport the same to or from the Mortgaged Property, except in compliance with all Environmental Laws and Environmental Permits;

(d) promptly notify Mortgagee in the event of the Disposal of any Hazardous Substance at the Mortgaged Property, or any Release, or threatened Release, of a Hazardous Substance, from or affecting the Mortgaged Property;

(e) allow Mortgagee and its agents access to the Mortgaged Property at all reasonable times and permit such inspections, tests, or other analysis of or actions on the Mortgaged Property as Mortgagee may reasonably require in accordance with Section 11.6;

(f) at its own expense at Mortgagee's request provide to Mortgagee, updated answers to Environmental Questionnaires or Environmental Reports concerning the Mortgaged Property; and

(g) advise Mortgagee in writing (with copies as requested by Mortgagee) of (i) any notices (whether such notices are received from the Environmental Protection Agency, or any other federal, state or local governmental agency or regional office thereof) of violation or potential violation received of any applicable Environmental Law, Environmental Permit, or Wetlands Law, (ii) any and all enforcement, cleanup, removal or other governmental or regulatory actions (including requests for information) instituted, completed or threatened pursuant to any Environmental Law, Environmental Permit, or Wetlands Law; (iii) all claims made or threatened by any third party against Mortgagor or the Mortgaged Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Environmental Law or Wetlands Law, and (iv) discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Mortgaged Property that could cause the Mortgaged Property to be classified as in violation of any Environmental Law, Environmental Permit or Wetlands Law, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Mortgaged Property under any Environmental Law or Wetlands Law.

11.4. Mortgagor shall (a) comply, at its sole cost and expense, with all recommendations contained in any Environmental Report reasonably required to bring the Mortgaged Property into compliance with all Environmental Laws and Wetlands Laws, including any recommendation for additional testing and studies to detect the quantity and types of Hazardous Substances or Wetlands present, if Mortgagee requires the implementation of the same and (b) take any and all remedial action in response to the presence of any Hazardous Substances or Wetlands on, under, or about the Mortgaged Property, required pursuant to any settlement agreement, consent decree or other governmental proceeding, as well as may be required under CERCLA pursuant to the bona fide prospective purchaser, contiguous property owner, or innocent landowner defenses or similar defenses under any state law, including such additional steps as may be reasonably necessary to preserve the value of Mortgagee's security hereunder.

11.5. Upon Mortgagee's request based on evidence reasonably suggesting environmental contamination or violation of Environmental Law at the Mortgaged Property, Mortgagor shall retain, at Mortgagor's sole cost and expense, a licensed geologist, industrial hygienist or an environmental consultant (referred to hereinafter as the "Consultant") acceptable to Mortgagee to conduct an investigation of the Mortgaged Property for compliance with Environmental Law and the presence of Hazardous Substances or Wetlands, and to prepare an Environmental Report. The investigation shall be performed in accordance with applicable standards under Environmental Laws, including applicable ASTM standards, and with regard to the identification of Wetlands in accordance with applicable regulations or criteria under the CWA; provided, however, such investigation shall be of a scope and intensity no greater than a baseline investigation conducted in accordance with the general standards of Persons providing such services taking into consideration the known uses of the Mortgaged Property and premises in its vicinity and any factors unique to the Mortgaged Property. Mortgagor covenants to reasonably cooperate with the Consultant and to allow entry and reasonable access to all portions of the Mortgaged Property for the purpose of Consultant's investigation. The Consultant shall concurrently deliver the Environmental Report directly to Mortgagor and Mortgagee. It shall be kept confidential by both Mortgagor and Mortgagee unless legally compelled or required to disclose such results or disclosure is reasonably required in order to pursue rights or remedies provided herein or at law. If Mortgagor fails to pay for or obtain an Environmental Report as provided for herein, Mortgagee may, but shall not be obligated to, obtain the Environmental Report, whereupon Mortgagor shall immediately reimburse Mortgagee all its costs and expenses in so doing, together with interest on such sums at the Default Rate.

11.6. After an Event of Default, Mortgagee or its designee shall have the right, upon reasonable notice to Mortgagor, to enter upon the Mortgaged Property and conduct such tests and investigations that may be reasonably necessary for Mortgagee to protect its interest in the Mortgaged Property in accord with CERCLA and other Environmental Laws, and shall not undertake any such actions that would constitute "participation in the management of a facility" as defined by CERCLA and other applicable law. The costs of all such tests, investigations and samplings shall be added to the Obligations secured hereby.

11.7. Mortgagee shall not be liable in any way for the completeness or accuracy of any Environmental Report or the information contained therein. Mortgagee has no duty to warn Mortgagor or any other Person about any actual or potential environmental contamination or other problem that may have become apparent or will become apparent to Mortgagee.

11.8. Mortgagor shall indemnify, defend, and hold harmless Mortgagee and each Indemnified Person from and against any and all, of every kind or nature, liabilities, claims, damages, expenses, penalties, expenditures, losses, actions, suits, judgments, foreseeable consequential damages, disbursements and costs of investigation, monitoring, legal representation, consultants, remedial response, removal, restoration or permit acquisition, that may now or in the future be undertaken, suffered, paid,

awarded, assessed or otherwise incurred by Mortgagee or any other Indemnified Person (including in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnified Person shall be designated a party thereto, and also including the reasonable fees and disbursements of counsel for such Indemnified Person) arising out of (i) the presence of, Release or threatened Release of, or human exposure to any Hazardous Substance on, in, under or near the Mortgaged Property, (ii) any on or off-site Disposal, (iii) the management, use, control, ownership or operation of Mortgagor or Mortgaged Property (including all on-site and off-site activities involving Hazardous Substances), (iv) any violation of Environmental Laws or Environmental Permits related to the Mortgaged Property, (v) any failure to comply with this Section 11, or (vi) any damage to any Wetlands or natural resources (whether by Mortgagor or a predecessor in title or any tenants, employees, agents, or contractors of Mortgagor or any predecessor in title or any third Persons at any time occupying or present on the Mortgaged Property). All such obligations shall be paid by Mortgagor upon demand of Mortgagee, and failing prompt reimbursement shall bear interest until paid at the Default Rate.

11.9. Mortgagee shall have the right but not the obligation to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any claims related to Environmental Laws, Environmental Permits or Wetlands Laws, and to have its reasonable attorneys' and consultants' fees and expenses in connection therewith paid by Mortgagor upon demand. Nothing contained in this Section shall be deemed to create or give any rights to any Person other than Indemnified Persons, it being intended that there shall be no third party beneficiary of such provisions, or preclude Mortgagor from seeking indemnification from, or otherwise proceeding against, any third party including any tenant or predecessor entitled to the Mortgaged Property.

For the avoidance of doubt, the Agency is neither a tenant nor occupant of the Mortgaged Property for purposes of this Mortgage.

12. Security Agreement.

12.1. This Mortgage shall constitute a "security agreement" pursuant to the UCC in all of the Mortgaged Property that, under applicable law, may be subject to a security interest under the UCC (collectively, "Personalty"). By executing and delivering this Mortgage, Mortgagor, as debtor, has granted to Mortgagee, a security interest in, and pledges and assigns to Mortgagee, as secured party, the Personalty, to secure payment and performance of the Obligations.

12.2. IT IS INTENDED BY MORTGAGOR AND MORTGAGEE THAT THIS MORTGAGE BE EFFECTIVE AS A FINANCING STATEMENT FILED WITH THE REAL ESTATE RECORDS. Mortgagor authorizes Mortgagee to file any financing statements or other documents or instruments, with or without Mortgagor's signature, that Mortgagee may require to protect, perfect or establish any lien or security interest granted to Mortgagee and further authorizes Mortgagee to authenticate or sign Mortgagor's name on same.

12.3. Except as otherwise provided herein, Mortgagor shall not remove, sell, convey, mortgage or grant a security interest in, or otherwise dispose of or encumber, any of the Personalty or any of Mortgagor's right, title or interest therein, without first obtaining Mortgagee's written consent. Mortgagee shall have the right, at its sole option, to require Mortgagor to apply the proceeds from the disposition of Personalty in reduction of the Obligations. Proceeds of the Personalty are secured hereby, but reference to such proceeds shall not in and of itself be deemed to be consent to sale of all or any of the Personalty.

12.4. If any Event of Default is continuing, Mortgagee shall have, in addition to any and all other rights and remedies set forth in this Mortgage, and may exercise without demand, any and all rights and remedies granted to a secured party under the UCC, including, but not limited to the right to: (a) take

possession of the Personalty, or any part thereof, and for this purpose Mortgagee may enter upon any Mortgaged Property on which any or all of the Personalty is situated without being deemed guilty of trespass and without liability for damages thereby occasioned, and take possession of and operate the Personalty or remove it therefrom, (b) as Mortgagee may determine, to repair, refurbish or otherwise prepare the Personalty for sale, lease or other use or disposition, and (c) sell at public or private sale or otherwise dispose of, lease or utilize the Personalty and any part thereof in any manner authorized or permitted by law and to apply the proceeds thereof toward payment of any costs and expenses incurred by Mortgagee including, to the fullest extent not prohibited by applicable law, reasonable attorneys' fees and expenses, and toward payment of the Obligations secured hereby, in such order and manner as Mortgagee may determine. To the extent any notice is required and cannot be waived, Mortgagor agrees that if such notice is deposited for mailing, postage prepaid, certified or registered mail, to the owner of record of the Mortgaged Property, directed to the such owner at the last address actually furnished to Mortgagee, at least five (5) days before the time of sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirements for giving of such notice.

13. Leases and Rents.

13.1. Mortgagor hereby assigns to Mortgagee, until the Obligations have been paid in full, any and all leases, licenses and other occupancy agreements affecting all or any part of the Mortgaged Property, excepting therefrom the Agency Leases (collectively, "Leases"), and all rents, issues, revenues, and profits of the Mortgaged Property (collectively, "Rents"), including the right to enter upon and to take possession of the Mortgaged Property for the purpose of collecting such Rents, to let the Mortgaged Property, and to apply the Rents after payment of all necessary charges and expenses on account of the Obligations.

13.2. This assignment and grant is unconditional and absolute; provided, however, Mortgagee hereby grants to Mortgagor a license for the purpose of collecting Rents, which Mortgagor shall be entitled to collect and receive pursuant to such license. Mortgagor shall hold said Rents in trust for use in payment of the Obligations. The license of Mortgagor to collect the Rents shall be automatically terminated and revoked, without the necessity of notice or other action by Mortgagee, both of which are expressly waived, upon the occurrence of an Event of Default. Following such termination, Mortgagee may collect, retain, and apply the Rents toward payment of the Obligations in such priority and proportions as Mortgagee, in its discretion, shall deem proper, or to the operation, maintenance and repair of the Mortgaged Property, and in either case, whether or not Mortgagee shall have commenced a foreclosure of this Mortgage or shall have applied or arranged for the appointment of a receiver. In furtherance of such right, Mortgagor shall, promptly upon request of Mortgagee, execute and deliver notices to tenants at the Mortgaged Property directing that future rent payments be made directly to Mortgagee, or to such other Person as Mortgagee may direct. Mortgagor hereby constitutes and appoints Mortgagee its attorney-in-fact for the purpose of signing any such notice on behalf of Mortgagor, and such notice shall be conclusive authority to the tenants that the payments referred to in the Leases are to be made to Mortgagee or as otherwise directed, and the tenants shall be fully protected in making such payments in accordance with the provisions of such notice. Upon the occurrence of an Event of Default, Mortgagee, at its option, may seek the appointment of a receiver to collect the Rents, and the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be occupied.

13.3. Mortgagor shall (a) maintain the Leases in full force and effect, (b) fulfill or perform each and every provision of the Leases on the part of Mortgagor to be fulfilled or performed, and (c) enforce, short of termination of the Leases, the performance or observance of the provisions thereof by the tenants thereunder. Mortgagor has no right or power, as against Mortgagee without Mortgagee's prior written consent, to cancel, abridge or otherwise modify the Leases or any of the terms, provisions or covenants

thereof or to accept prepayments of any installment of rent to become due thereunder and Mortgagor shall not do so without such consent, which consent shall not be unreasonably withheld or delayed. This agreement, insofar as it affects any Lease which is not primarily for the residential purposes of the owner of the leasehold estate and which, at the date hereof, has an unexpired term of not less than five (5) years, is made with reference to Section 291-f of the Real Property Law. Nothing contained in this Section 13 shall be construed as imposing on Mortgagee any of the obligations of the lessor under the Leases.

13.4. Mortgagor shall not, except as consented to by Mortgagee, lease or otherwise grant to any Person any right to use or occupy all or any portion of the Mortgaged Property. Mortgagor shall not, without the prior written consent of Mortgagee in each instance: (a) unless otherwise agreed in writing by Mortgagee, accept a prepayment of any Rent due under any Lease, except a payment of Rent one (1) month in advance or a prepayment in the nature of security for the performance of the obligations of the tenant under such Lease, (b) assign, pledge or encumber Mortgagor's interest in the Leases or, the Rents, or permit such interest to be assigned, pledged or encumbered, except in favor of Mortgagee; (c) consent to an assignment or subletting by the tenant under any Lease; (d) waive, excuse, discharge or in any manner release any tenant under any terms and conditions to be performed by such tenant under its Lease; (e) modify, amend or release any guaranty or any Lease except in accordance with the terms of such guaranty; or (f) materially modify, amend, extend or take or fail to take any other action with respect to any Lease that would tend to impair or diminish the value of the security of this Mortgage or would render any representation or warranty by Mortgagor under this Mortgage or any Lease false or misleading.

13.5. Each Lease entered into by Mortgagor from and after the date hereof and each renewal of an existing Lease shall provide: (a) at the option of Mortgagee, such Lease shall be subject and subordinate in all respects to this Mortgage and the lien created hereby, and to any renewals thereof, including any increase in the principal amount secured by this Mortgage, and any increase in the interest rates applicable to the Obligations and to each and all of the rights of Mortgagee or any holder thereof; (b) such provision shall be self-operative; (c) that, in confirmation of such subordination, the tenant under such Lease shall promptly execute and deliver any certificate that the holder of this Mortgage may reasonably request; (d) that the tenant execute and deliver from time to time Tenant Estoppel Certificates; and (e) to the extent not so provided by applicable law, in the event of the enforcement by Mortgagee of the remedies provided for by law or by this Mortgage, Mortgagee, or any successors or assigns of Mortgagee, shall, at its or their option, succeed to the interest of landlord under such Leases, whether through possessory or foreclosure action or a deed in lieu of foreclosure.

13.6. Mortgagor, reasonably promptly after obtaining knowledge thereof, shall notify Mortgagee of any material default under any Lease (including any default in the payment of any sums due under such Lease) or of any action or proceeding adversely affecting the Mortgaged Property and shall deliver to Mortgagee copies of all notices of material default given or received by Mortgagor under the Leases (including any default in the payment of any sums due under such Lease).

13.7. At any time, and from time to time, Mortgagor shall deliver to Mortgagee, on request, a schedule of the Leases then in existence, certified by Mortgagor to be true and complete, which schedule shall set forth such information with respect to each Lease as may be requested by Mortgagee. In addition, Mortgagor, upon Mortgagee's request (which request shall not be made more frequently than one (1) time per year unless reasonably required by Mortgagee), shall promptly obtain from each tenant an estoppel certificate.

13.8. All security or other deposits of tenant held by Mortgagor shall be treated as trust funds, shall not be commingled with any other funds of Mortgagor, shall not be subject to any offset rights of Mortgagee contained herein, and shall be deposited in a tenant's security account to be maintained by

Mortgagor at a commercial bank, savings bank or savings and loan association, satisfactory to Mortgagee, located in the State of New York.

14. Taking.

14.1. In the event the Mortgaged Property shall be damaged or taken, either temporarily or permanently, as a result of actual or constructive taking, power of eminent domain, or condemnation (collectively, "Taking") of the Mortgaged Property (including any easement therein, appurtenance thereof, severance and consequential damage, and change in grade of streets), Mortgagor shall assign, transfer and set over unto Mortgagee the Taking proceeds or any claim for damages for any of the Mortgaged Property taken or damaged under the Taking. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. Any and all costs and expenses, including reasonable attorneys' fees and expenses, incurred by Mortgagee by reason of any Taking or threatened Taking shall be secured hereby. Mortgagor shall reimburse Mortgagee therefor immediately, or Mortgagee shall have the right, at its option, to deduct such costs and expenses from any Taking proceeds paid to Mortgagee hereunder. In the event of any Taking, the remaining proceeds of any award or compensation so received shall, at the sole option of Mortgagee, either be applied toward the payment of the Obligations, notwithstanding the fact that the Obligations may not then be due and payable, or to the restoration of the Premises and Improvements. In the event that any portion of the condemnation awards or compensation shall be used to reduce the Obligations, same shall be applied by Mortgagee in any manner it shall designate including, but not limited to, application to the then unpaid Principal Amount such that the regular payments under the Note shall not be reduced or altered in any manner. In the event of a Taking, Mortgagee shall not be limited to the rate of interest paid on the award by the condemning authority but shall be entitled to receive out of the Taking proceeds interest on the entire Principal Amount at the rate(s) applicable thereto. Mortgagor hereby assign to Mortgagee so much of the balance of the Taking proceeds payable by the condemning authority as is required to pay such interest. In the event that the Mortgaged Property is wholly subjected to a Taking, Mortgagee shall receive from Mortgagor the Taking proceeds toward payment of the Obligations.

14.2. Mortgagor, immediately upon obtaining knowledge of any Taking proceedings (or threat thereof), shall notify Mortgagee of the same. Mortgagee may participate in any Taking proceedings and Mortgagor from time to time shall deliver to Mortgagee all instruments requested by it to permit such participation. Mortgagor hereby irrevocably authorizes and appoints Mortgagee its attorney-in-fact to collect and receive any Taking proceeds, to appear in any proceeding therefor, to be represented by counsel selected by Mortgagee at the sole cost and expense of Mortgagor, to give receipts and acquittances therefor, and to apply the same to payment on account of the Obligations whether then matured or not. Mortgagor shall (a) execute and deliver to Mortgagee on demand such assignments and other instruments as Mortgagee may require for such purposes, (b) deliver to Mortgagee copies of any and all papers served in connection with any such proceedings, and (c) will make, execute and deliver to Mortgagee, from time to time upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments or other instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning the Taking proceeds and all other awards and compensation heretofore and hereafter to be made to Mortgagor (including the assignment of any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof) for any Taking, either permanent or temporary, under any such proceedings.

15. Trust Fund. Pursuant to Section 13 of the New York Lien Law, Mortgagor shall receive the advances secured hereby and shall hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of any improvement and shall apply such advances first to the

payment of the cost of any such improvement on the Mortgaged Property before using any part of the total of the same for any other purpose.

16. Change of Ownership. Mortgagor, without the prior written consent of Mortgagee which may be withheld or subjected to conditions in the sole discretion of Mortgagee, shall not create, effect, consent to, attempt, contract for, agree to make, suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, encumbrance, mortgage, security interest, hypothecation, or alienation of all or any portion of, or any ownership or beneficial interest in, the Mortgaged Property or any Mortgagor, whether effected directly, indirectly, voluntarily, involuntarily, by operation of law or otherwise.

17. Anti-Forfeiture. To the best of Mortgagor's knowledge there has not been committed by Mortgagor or any other Person involved with the Mortgaged Property or Mortgagor any act or omission affording the federal government or any state or local government the right or remedy of forfeiture as against the Mortgaged Property, or any monies paid in performance of the Obligations. Mortgagor shall not commit, permit or suffer to exist any act or omission affording such right or remedy of forfeiture. In furtherance thereof, Mortgagor hereby indemnifies Mortgagee and agrees to defend and hold Mortgagee harmless from and against any loss, damage or other injury, including reasonable attorneys' fees and expenses, to the fullest extent not prohibited by applicable law, and all other costs and expenses incurred by Mortgagee in preserving its lien, security interest and other rights and interests in the Mortgaged Property in any proceeding or other governmental action asserting forfeiture thereof, by reason of, or in any manner resulting from, a breach of this Section 17.

18. Events of Default. Without prejudice to rights of Mortgagee to demand payment at any time, if any, each of the following shall be deemed to be an "Event of Default":

- (a) the occurrence of an Event of Default under the Note;
- (b) breach of Section 16;
- (c) if the Mortgaged Property shall become subject to any lis pendens, notice of pendency, stop order, notice of intention to file mechanic's or materialman's lien, mechanic's or materialman's lien or other lien of any nature except Permitted Exceptions, and the same shall not either be discharged of record, bonded, or in the alternative insured over to the satisfaction of Mortgagee by the title company insuring the lien of this Mortgage within a period of thirty (30) days after the same is filed or recorded, and irrespective of whether the same is superior or subordinate in lien or other priority to the lien of this Mortgage and irrespective of whether the same constitutes a perfected or inchoate lien or encumbrance on the Mortgaged Property or is only a matter of record or notice;
- (d) if Mortgagor fails to maintain insurance required by Section 8, or on application of Mortgagee two (2) or more fire insurance companies lawfully doing business in the State of New York refuse to issue policies covering the Mortgaged Property;
- (e) default occurs under any mortgage (reference to which shall not be construed as a consent to any such mortgage) encumbering the Mortgaged Property that is prior or subordinate to the lien of this Mortgage or the mortgagee or lienholder under any prior or subordinate mortgage or lien commences a foreclosure action in connection with said mortgage or lien;
- (f) loss, damage, destruction, or Taking of the Mortgaged Property in whole, or in part that materially adversely affects the occupancy and use of the Mortgaged Property in the ordinary course for more than thirty (30) days;

- (g) breach of Section 17, or filing of formal charges or the commencement of proceedings against Mortgagor, Mortgagee, any guarantor, or the Mortgaged Property under any federal or state law in respect of which forfeiture of the Mortgaged Property or of any monies paid in performance of Mortgagor's Obligations is a potential result;
- (h) default in the due observance or performance of any of the covenants, agreements or conditions required to be kept, performed or observed by Mortgagor under this Mortgage not covered by above subsections (a) through (h), and, if curable, such default is not cured within thirty (30) days after Mortgagee provides written notice thereof to Mortgagor; provided, however if such default is of a nature that can be cured but cannot reasonably be cured (including by payment of money) within such thirty (30) days, and if Mortgagor promptly commences such cure within such thirty (30) days, then within such additional period not exceeding an additional thirty (30) days during which Mortgagor diligently pursues and prosecutes such cure to completion provided that during such extended period the value of the Mortgaged Property and lien and priority of this Mortgage are not impaired; or
- (i) if Mortgagor is a guarantor in connection with the Obligations, (i) such guarantor dies or ceases to exist, (ii) such guarantor defaults under or attempts to withdraw, revoke, cancel or disclaim liability under any guaranty, indemnity or other agreement executed in favor of Mortgagee, or (iii) any circumstance occurs or exists with respect to guarantor that would constitute an Event of Default under the Note were guarantor the maker of the Note.

19. Remedies. Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have all rights and remedies at law and equity, and may take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in this Mortgage or the Loan Documents, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy as Mortgagee shall elect, including:

19.1. Obligations Due. All Obligations secured hereby shall automatically and without further notice become immediately due and payable at such time as the Principal Amount becomes due and payable in full under the terms of the Note.

19.2. Right to Take Possession of Mortgaged Property. Mortgagor shall surrender possession of the Mortgaged Property to Mortgagee upon Mortgagee's demand, and Mortgagee may exclude Mortgagor and its agents and servants wholly therefrom. Mortgagee, either personally or through its designees, shall thereupon have the right to enter and take possession of the Mortgaged Property, to lease all or any part of the Premises, the Improvements and the Collateral, to collect all Rents, to collect insurance proceeds, to manage and control the Mortgaged Property and the business thereof, and to exercise all rights and powers of Mortgagor with respect thereto either in the name of Mortgagor or otherwise as Mortgagee shall deem best, all at the expense of Mortgagor. Among others, Mortgagee shall have the right to (i) obtain and evict tenants, (ii) fix or modify Rents, (iii) complete any unfinished construction, (iv) contract for and make repairs and alternations, (iv) perform acts of cultivation, harvesting or selling crops, and (v) give or withhold its prior consent to any contract or other arrangement for the management of the Mortgaged Property and to terminate the rights of any party engaged to manage the Mortgaged Property and any and all other agreements or contracts relating to the operation or management of the Mortgaged Property, if, in Mortgagee's reasonable discretion, the management or operation of the Mortgaged Property is unsatisfactory. Mortgagor irrevocably appoints Mortgagee as its attorney-in-fact to perform all such acts and execute such documents as Mortgagee in its sole discretion

may consider to be appropriate in taking these measures, including endorsing Mortgagor's name on any documents. After taking possession of the Mortgaged Property, Mortgagee may dispossess, by summary proceedings or otherwise, any tenants or occupants of the Mortgaged Property then or thereafter in default in the payment of any Rent, and Mortgagor hereby irrevocably appoints Mortgagee as Mortgagee's agent and attorney-in-fact, with full power of substitution, for such purpose. Mortgagor shall deliver all books and records, including in accessible electronic form, to Mortgagee as may be reasonably requested by Mortgagee to enable Mortgagee to exercise its rights hereunder. Mortgagee may apply all proceeds on account of the Obligations, whether then matured or not, after payment of all proper costs, charges and expenses, including, but not limited to, Taxes, any premiums for insurance coverage affecting the Mortgaged Property and 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 Mortgaged Property. Such costs include, as deemed by Mortgagee to be necessary or advisable, repairs, renewals, replacements, useful alterations, additions, betterments and improvements to or on the Mortgaged Property, tenant improvements, commissions for renting the Mortgaged Property, reasonable compensation for Mortgagee and its agents, receivers and employee, and legal expenses incurred in connection with, administering or enforcing this Mortgage.

19.3. Right of Sale. Mortgagee may sell the Mortgaged Property to the extent permitted and pursuant to the procedures provided by applicable law, and all estate, right, title and interest, claim and demand therein, and right of redemption thereof, at such time and place upon such terms and after such notice thereof as may be required or permitted by law.

19.4. Right to Foreclose Mortgage. Mortgagee may foreclose this Mortgage and sell, if permitted by law, or petition to be sold, the Mortgaged Property in one or more such parcels, manner or order as a court of competent jurisdiction may direct. If the Mortgaged Property consists of more than one parcel, all of the parcels may be sold in one or more foreclosure sales, either as one or separate parcels, as Mortgagee may so elect. Mortgagee shall be entitled to a judgment directing the referee appointed in a foreclosure action to proceed pursuant to and consistent with this Section and Mortgagor expressly waives any right that it may now or hereafter have to (a) request or require that the parcels be sold separately, or (b) request, in the event that Mortgagee has elected to sell the parcels separately, that there be a determination of any deficiency amounts subsequent to any such separate sale or otherwise require a calculation of whether said parcel or parcels separately sold were conveyed for their "fair market value". If permitted by law, Mortgagee may foreclose this Mortgage for any portion of the Obligations hereby secured which are then due and payable, subject to the continuing lien of this Mortgage for the balance of the Obligations hereby secured not then due.

19.5. Right to Receiver. In any action to foreclose this Mortgage, Mortgagee shall be entitled, without notice and without regard to the adequacy of any security for the Obligations and without regard to the solvency of any Person who is or may become liable for the payment of all or any part of the Obligations, to have a receiver appointed with all the rights and powers permitted under the laws of the State of New York. Any receiver shall have the right to immediate possession of the Mortgaged Property from and after such receiver's appointment. Among others, the receiver shall be entitled to take any and all action necessary or deemed advisable to lease the Mortgaged Property, including making reasonable improvements or tenant improvements and adding the cost of same to the Obligations. In the event that a receiver of the Mortgaged Property is appointed hereunder, such receiver shall also have and may enforce all of the rights and remedies of Mortgagee hereunder including under Section 19.2. Notwithstanding the appointment of any receiver, liquidator or trustee of Mortgagor, or of any of its property, or of the Mortgaged Property, Mortgagee shall be entitled to retain possession and control of all property now or hereafter held by Mortgagee under this Mortgage.

19.6. Real Property Transfer Tax. If any real property transfer tax shall be due and payable upon the conveyance of the Mortgaged Property pursuant to a judicial sale in any action, suit or proceeding brought to foreclose this Mortgage, by deed in lieu of foreclosure, or otherwise, Mortgagor will pay or cause the same to be paid. In the event that Mortgagor fails to pay any such tax within ten (10) days after notice and demand for payment is given by Mortgagee, Mortgagee is hereby authorized to pay the same, and any amount thereof so paid by Mortgagee, together with all costs and expenses incurred by Mortgagee in connection with such payment, including reasonable attorneys' fees and expenses, and interest on all such amounts, costs and expenses at the Default Rate shall be paid by Mortgagor to Mortgagee on demand. Until paid by Mortgagor, all such amounts, costs and expenses, together with interest thereon, shall be secured by this Mortgage and may be added to the judgment in any suit brought by Mortgagee against Mortgagor.

19.7. Additional Rights and Remedies.

(a) The rights and remedies of Mortgagee hereunder shall be in addition to, but not limited by, Mortgagee's rights and remedies under the laws of the State of New York, including Mortgagee's rights and remedies under Section 254, 271, 272, and 291-f of the New York Real Property Law. Each and every remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Nothing contained in this Mortgage shall be construed as requiring Mortgagee to pursue any particular right or remedy for the purpose of procuring the satisfaction of the Obligations, and Mortgagee may exercise any or all of Mortgagee's rights and remedies under this Mortgage, the Loan Documents, or otherwise provided by law, in Mortgagee's sole discretion. No failure of Mortgagee to insist upon strict performance by Mortgagor of any of Mortgagor's covenants or obligations under this Mortgage or the Loan Documents, and no delay or omission by Mortgagee in exercising any of Mortgagee's rights or remedies hereunder, thereunder or otherwise provided by law, shall be deemed to be a waiver of such covenants or obligations or to preclude the exercise of such rights or remedies. Mortgagee, notwithstanding any such failure or delay, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of its covenants and obligations under this Mortgage and the Loan Documents, and to exercise any and all of its rights and remedies hereunder, thereunder or otherwise provided by law from time to time as often as may be deemed expedient by Mortgagee. Until payment in full of the Obligations, no recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Mortgagor shall affect in any manner or to any extent, the lien of this Mortgage upon the Mortgaged Property, or of any liens, rights, powers or remedies of Mortgagee hereunder, but such liens, rights, powers and remedies of Mortgagee shall continue unimpaired as before.

(b) If an Event of Default occurs, Mortgagee may, at its discretion, remedy the same and for such purpose shall have the right to enter upon the Mortgaged Property or any portion thereof without thereby becoming liable to Mortgagor, any tenant or any other Person in possession thereof holding under Mortgagor. If Mortgagee (i) shall remedy such a default, (ii) appear in, defend, or bring any action or proceeding to protect Mortgagee's interest in the Mortgaged Property or to foreclose this Mortgage or collect the Obligations, or (iii) take any other action of any kind to protect its interest in the Mortgaged Property or its rights with respect to the Obligations, or to collect the Obligations, then the costs and expenses thereof (including reasonable attorneys' fees and expenses, and reasonable attorney's fees and expenses of collecting the same) shall be paid by Mortgagor to Mortgagee upon demand, with interest at the Default Rate for the period after a statement from Mortgagee that such costs or expenses were incurred to the date of payment to Mortgagee. Until paid by Mortgagor, all such amounts, costs and expenses, together with interest thereon, shall be secured by this Mortgage and may be added to the judgment in any suit brought by Mortgagee against Mortgagor.

(c) Pending the exercise by Mortgagee of its right to exclude Mortgagor from the Mortgaged Property, Mortgagor agrees to pay the fair and reasonable rental value for the use and occupancy of the Mortgaged Property that is in its possession for such period, and upon default of any such payment, shall vacate and surrender possession of the Mortgaged Property to Mortgagee or to a receiver, if any, and in default thereof may be evicted by any summary action or proceeding for the recovery of possession of the Mortgaged Property for non payment of rent, however designated.

(d) Upon any sale made under or by virtue of this Section 19, whether made under the power of sale herein granted or under by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property and in lieu of paying cash therefor may make settlement for the purchase price by crediting the net sales price (after deducting therefrom the expenses of the sale, the costs of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage) as payment to the extent thereof of the Obligations.

(e) Any proceeds or avails of any sale made under or by virtue of this Section 19, together with any other sums which then may be held by Mortgagee under this Mortgage, whether under the provisions of this Section 19 or otherwise, unless otherwise directed by Mortgagee in its sole discretion, shall be applied: (i) first to the payment of the costs and expenses of such sale, including, but not limited to, the reasonable compensation to Mortgagee, its agents and attorneys, and any sums that may be due under or pursuant to any statute, rule, regulation or law that imposes any tax, charge, fee or levy in connection with or arising from the exercise of any right or remedy under this Mortgage or the recording or filing of any deed, instrument of transfer or other such document in connection with any such sale and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by Mortgagee under this Mortgage, together with interest at the Default Rate on all advances made by Mortgagee pursuant to this Mortgage, (ii) second to payment of the other Obligations due and unpaid, including the Principal Amount with interest at the Default Rate from and after the due date (whether by acceleration or otherwise) until paid, in such order as Mortgagee shall determine in its sole and absolute discretion, and (iii) third, to the payment of the surplus, if any, to whomsoever may lawfully be entitled to receive the same.

(f) In the event of a sale of the Mortgaged Property and of the application of the proceeds of sale as provided in this Mortgage, to the payment of the Obligations, Mortgagee shall be entitled to enforce payment of, and to receive all amounts then remaining due with respect to the Obligations, to enforce payment of all other charges, payments, costs and amounts due under this Mortgage, and to recover judgment for any portion of the Obligations remaining unpaid, with interest at the Default Rate. In case of any case against Mortgagor under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect or any proceedings for its reorganization or involving the liquidation of its assets, then Mortgagee shall be entitled to prove the whole amount of principal and interest due upon the Note (or if applicable, guaranty thereof) to the full amount thereof, and all other Obligations due under this Mortgage, without deducting therefrom any proceeds obtained from the sale of the Mortgaged Property; provided, however, that in no case shall Mortgagee receive a greater amount than such principal and interest and other Obligations from the aggregate amount of the proceeds of the sale of the Mortgaged Property and the distribution from the estate of Mortgagor.

(g) Mortgagor waives for itself and, to the fullest extent not prohibited by applicable law, for any subsequent lienor, any right to apply for an order, decree, judgment, or ruling requiring or providing for a marshalling of assets which would require Mortgagee to proceed against certain of the Mortgaged Property before proceeding against any of the other Mortgaged Property. Mortgagee shall have the right to proceed, in its sole discretion, against the Mortgaged Property in such order and in such portions as Mortgagee may determine, without regard to the adequacy of value or other liens on any such

Mortgaged Property. No such action shall in any way be considered as a waiver of any of the rights, benefits, liens or security interests created hereby or by any of the Loan Documents.

(h) Mortgagor shall not insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the Mortgaged Property, wherever enacted, now or at any time hereafter in force, that may affect the covenants and terms of performance of this Mortgage, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property prior to any sale or sales thereof that may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor, after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof and Mortgagor hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Mortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. Mortgagor, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Mortgaged Property marshalled upon any foreclosure hereof.

(i) To the fullest extent permitted by law, Mortgagee shall have the right, without notice to Mortgagor, to set off against and apply to all or part of the Obligations any indebtedness, liability or obligation of any nature owing to any Mortgagor by Mortgagee, including all deposits (whether time or demand, general or special, provisionally credited or finally credited, whether or not evidenced by a certificate of deposit) now or hereafter maintained by Mortgagor with or pledged to Mortgagee. Without limitation of any set off rights afforded Mortgagee by law, Mortgagee's right hereunder shall be absolute and unconditional in all circumstances and, without limitation, shall exist whether or not Mortgagee shall have made any demand, whether such indebtedness, obligation or liability owed to Mortgagor is contingent, absolute, matured or unmatured (it being agreed that Mortgagee may deem such indebtedness, obligation or liability to be then due and payable at the time of such set off), and regardless of the existence of any other right or remedy available to Mortgagee. Mortgagee shall be deemed to have exercised such right of set off immediately at the time of such election even though any charge therefor is made or entered on Mortgagee's records subsequent thereto.

(j) If by reason of an Event of Default Mortgagee the entire Principal Amount becomes immediately due and payable, or if an action is commenced for the foreclosure of this Mortgage, then in such event any prepayment consideration provided for in the Note shall become due and payable in the same manner as though Mortgagor had exercised such right of prepayment. If any such event occurs prior to the earliest date upon which Mortgagor has a right of prepayment, then in such event the prepayment consideration applicable upon the earliest date on which Mortgagor had such right of prepayment shall apply and Mortgagor also shall pay to Mortgagee a sum equal to interest which would have accrued on the balance of the Principal Amount at the rate specified in the Note from the date of payment to the end of the period during which prepayment is prohibited. The amount of such prepayment consideration computed on the Principal Amount as of the date aforesaid, shall be added to and secured by this Mortgage and shall be recoverable by Mortgagee in the same manner as the Principal Amount hereof and in addition thereto, in any action brought for the foreclosure of this Mortgage.

20. Expenses; Indemnity.

20.1. Mortgagor expressly covenants and agrees to pay in full the costs and expenses of Mortgagee (including the reasonable fees and expenses of Mortgagee's counsel and reasonable compensation to Mortgagee and its employees and agents) promptly upon receipt of a statement therefor, which are incurred prior to and after the date hereof and which costs and expenses arise in connection

with any matter incidental to the preparation, negotiation, execution, delivery, filing and recording, administration, amendment or modification, exercise of rights, or enforcement of the Note, the other Loan Documents or this Mortgage including: (a) costs and expenses of every kind incurred by Mortgagee (including the reasonable fees and expenses of Mortgagee's counsel) in connection with the commencement of any action to foreclose this Mortgage or to collect the Obligations, (b) reasonable attorneys' fees and expenses incurred by Mortgagee in retaining counsel for advice, suit, appeal or any insolvency or other proceedings under the Bankruptcy Code or otherwise, (c) costs of any environmental examination and analysis, title search and examination, supplemental search and examination of title or title insurance, preparation of survey, (d) probate, estate administration and quiet title proceedings, (e) reasonable attorney's fees and expenses and costs of collecting attorney's fees and expenses due hereunder, and (f) costs and expenses that may otherwise be incurred by Mortgagee in the performance of any other action by Mortgagee authorized by this Mortgage, in connection with any proceedings affecting the Mortgaged Property, or to cause the enforcement of the covenants or agreements of Mortgagor contained herein or in the any of other Loan Documents, with or without the institution of an action or proceeding.

20.2. Mortgagee is authorized, but not obligated, to discharge Mortgagor's obligations hereunder upon default by Mortgagee in performance of such obligations. Mortgagor on demand shall pay, reimburse and hold harmless Mortgagee for all such amounts that are paid by Mortgagee, including for protective and other amounts advanced by Mortgagee or to which Mortgagee is entitled pursuant to the terms of this Mortgage, and any amount, cost or charge to which Mortgagee becomes subrogated upon payment, whether under principles of law or statutory authority, all with interest at the Default Rate from and after Mortgagee makes such advance.

20.3. Without limitation of Section 11.8, Mortgagor shall indemnify, defend, and hold harmless Mortgagee and each other Indemnified Person (defined in Section 11.8) from and against any and all, of every kind or nature, liabilities, claims, damages, expenses, obligations, penalties, expenditures, losses, actions, suits, judgments, foreseeable consequential damages, disbursements and costs, that may now or in the future be undertaken, suffered, paid, awarded, assessed or otherwise incurred by Mortgagee or any other Indemnified Person (including in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnified Person shall be designated a party thereto, and also including the fees and expenses of counsel for such Indemnified Person) that may at any time be imposed on, asserted against or incurred by such Indemnified Person as a result of, or arising out of, or in any way related to or by reason of, this Mortgage or any other Loan Document, any transaction from time to time contemplated hereby or thereby, any transaction financed in whole or in part or directly or indirectly with the proceeds of the Obligations; or any exercise by Mortgagee of any of its rights or remedies under this Mortgage or any other Loan Document; but excluding any such liabilities, claims, damages, expenses, obligations, penalties, expenditures, losses, actions, suits, judgments, foreseeable consequential damages, disbursements and costs resulting solely from the gross negligence or willful misconduct of such Indemnified Person as finally determined by a court of competent jurisdiction. If and to the extent that the foregoing obligations of Mortgagee are unenforceable for any reason, Mortgagee shall make the maximum contribution to the payment and satisfaction of such obligations that is permissible under applicable law.

The liability of Mortgagor to Mortgagee under Section 11.8 and this Section 20 shall survive any foreclosure of this Mortgage, transfer of the Mortgaged Property including by deed in lieu of foreclosure, any other transfer or termination of this Mortgage regardless of the means of such transfer or termination, or payment in full of the Obligations unless such liability is terminated with express reference to this Section. Liability under Section 11.8 and this Section 20 shall not be limited by (i) any exculpatory provisions in the Loan Documents limiting Mortgagee's recourse to the Mortgaged Property or rights to a deficiency judgment against Mortgagor, (ii) any investigation or inquiry conducted by or on behalf of

Mortgagee or any information which Mortgagee may have or obtain with respect to the condition of the Mortgaged Property, (iii) the death, legal incapacity, dissolution or liquidation of Mortgagor, (iv) the release or discharge, in whole or in part, of Mortgagor or this Mortgage in any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding, or (v) any other circumstances which might otherwise constitute a legal or equitable release or discharge of Mortgagor, in whole or in part.

20.4. All obligations under this Section 20 shall be paid by Mortgagor upon demand of Mortgagee, and failing prompt reimbursement shall bear interest until paid at the Default Rate, and shall, to the extent not prohibited by law, be a lien on the Mortgaged Property prior to any interest in, or claim upon, the Mortgaged Property arising subsequent to the date hereof. Notwithstanding that the Obligations shall not have been declared due and payable upon any Event of Default, Mortgagor hereby agrees that if an Event of Default has occurred, pursuant to the terms hereof, Mortgagee shall be entitled to receive interest thereon at the Default Rate, to be computed from the due date through actual receipt and collection of the amount then in default. The preceding sentence shall not be construed as an agreement or privilege to extend the time for performance of any obligation under the Mortgage or any of the other Loan Documents, nor as a waiver of any other right or remedy accruing to Mortgagee by reason of any such default.

21. Right to Participate in Actions. If any action or proceeding is commenced by or against Mortgagee, including condemnation proceedings, proceedings involving the foreclosure of this Mortgage or of any other liens or encumbrances, the enforcement or interpretation of contracts, leases or other documents relating to the Mortgaged Property, or any other proceeding of any nature, legal or otherwise, affecting the Mortgaged Property, or the title thereto, or the validity or priority of the lien of this Mortgage, Mortgagee shall have the right to appear, defend, prosecute, retain counsel, and take such action as Mortgagee shall determine, and Mortgagor shall reimburse all costs and expenses (including reasonable attorneys fees and expenses) related thereto upon demand of Mortgagee.

22. No Waiver or Release.

22.1. No course of dealing between Mortgagor and Mortgagee and no act, delay or omission by Mortgagee in exercising any right or remedy hereunder, including acceptance of any partial payment of the Obligations, shall operate as a waiver of any right, remedy or default hereunder, or of any other right or remedy, and no single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. All rights and remedies of Mortgagee hereunder are cumulative. Mortgagor recognizes that, in general, borrowers who experience difficulties in honoring their loan obligations, in an effort to inhibit or impede Mortgagees from exercising the rights and remedies available to Mortgagees pursuant to Loan Documents, frequently present in court the meritless argument that some loan officer or administrator of Mortgagee made an oral modification or made some statement that could be interpreted as an extension or modification or amendment of one or more of the Loan Documents and that Mortgagor relied to its detriment upon such oral modification of the Loan Document. In order to protect Mortgagee from such allegations in connection with the transactions contemplated by this Mortgage, Mortgagor acknowledges that this Mortgage, the Note, and the other Loan Documents can be extended, modified or amended only in writing executed by Mortgagee and that none of the rights or benefits of Mortgagee can be waived except in a written document executed by Mortgagee. Mortgagor further acknowledges Mortgagor's understanding that no officer or representative of Mortgagee has the power or the authority from Mortgagee to make an oral extension or modification or amendment of any such instrument or agreement on behalf of Mortgagee.

22.2. In the event any circumstance, that might otherwise constitute a defense available to, or a discharge of, Mortgagor or any other Person of the Obligations or this Mortgage occurs, including if

Mortgagee (a) releases any portion or portions of or interest or interests in the Mortgaged Property from the lien of this Mortgage, (b) releases any part of the security or any Person liable for any Obligations, (c) grants an extension of or alters the terms or time for any payments of the Obligations, (d) takes other or additional security or any guaranty for the payment thereof, (e) takes any other bond, note or obligation as evidence of the Obligations, payable at such time and on such terms as Mortgagee may approve, (f) changes the rate of interest applicable to the Obligations, (g) accepts partial payments, (h) resorts for the payment of the Obligations to any of the other Loan Documents in such order and manner as Mortgagee, in its discretion, may elect, (i) consents to the making of any plat or map of the Premises, (j) joins in granting any easement or creating any restriction affecting the Mortgaged Property, (k) joins in any subordination or other agreement affecting this Mortgage of the lien of it, (l) modifies the terms of the Loan Documents including the Building Loan Contract, or (m) otherwise exercises or waives or fails to exercise any right granted herein or in any of the other Loan Documents, then until the Obligations shall have been paid in full, every Person who is or becomes liable for the Obligations shall continue to be bound and liable for the Obligations as fully and effectively as if such Person's consent had been previously obtained. No such act or omission shall constitute a release of Mortgagor, an amendment hereof or waiver of any default, or extend or affect any grace period, release Mortgagor, subsequent owners of the Mortgaged Property, or makers or guarantors of the Obligations, this Mortgage, or any of the other Loan Documents, or preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted hereunder. Notwithstanding any agreement or stipulation between Mortgagee and any subsequent owner or owners of the Mortgaged Property or other Person extending the time of payment or otherwise modifying or supplementing the Note, this Mortgage or any other Loan Documents, without first having obtained the consent of Mortgagor; Mortgagor shall continue to be obligated to pay the Obligations at the time and in the manner provided in the Note, this Mortgage or any other Loan Documents, as so extended, modified and supplemented, unless expressly released and discharged by Mortgagee.

22.3. If Mortgagee receives from or on behalf of Mortgagor any sum less than the full amount then due and payable, Mortgagee may, but shall not be obligated to, accept the same and if Mortgagee elects to accept any such payment, no accord and satisfaction or waiver of any Event of Default is implied and Mortgagee may hold the same or any part thereof, without liability for interest, in a special account and may from time to time apply the same or any part thereof to the Obligations including to the payment of any Taxes or insurance premiums desirable to maintain the lien of this Mortgage or to any obligations under Section 20.

22.4. Mortgagor represents and warrants that, as of the date hereof, there are no offsets, counterclaims or defenses of any nature whatsoever with respect to this Mortgage, the Note or any other Loan Document and any such right to interpose or assert any such offset, counter-claim or defense in any action or proceeding to enforce or foreclose upon this Mortgage is hereby expressly waived by Mortgagor.

23. Notices. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (i) if hand delivered, effective upon receipt, or (ii) if delivered by nationally recognized overnight courier service, effective on the Business Day following delivery to such courier service or (iii) if mailed by United States registered or certified mail, postage prepaid, return receipt requested, effective two (2) Business Days after deposit in the United States mails, and if by courier or mail, sent, to Mortgagee or Mortgagor, as the case may be, to its address first shown above in this Mortgage, or at such other address or to such other addressee designated by a party in a notice to the other parties given in accordance with this Mortgage.

24. Definitions and Interpretation.

24.1. Definitions. Unless the context otherwise clearly requires, capitalized terms not defined elsewhere in this Mortgage have the following meanings:

(a) “Agency Leases” shall mean, collectively, that certain company lease agreement dated as of November 1, 2021, by and between the Mortgagor and the Agency and that certain agency lease dated as of November 1, 2021, by and between the Agency and the Mortgagor

(b) “Building Loan Contract” means the Building Loan Contract made between Mortgagor and Mortgagee filed prior to or with this Mortgage.

(c) “Business Day” means a day other than a Saturday, Sunday or other holiday for banks doing business in the State of New York.

(d) “Costs of Improvement” has the meaning given to it in Section 2 of the Lien Law of the State of New York.

(e) “Default Rate” means the highest interest rate applicable to the Principal Amount after any default, as provided in the Note.

(f) “Indemnified Person” means Mortgagee, its directors, officers, employees, agents, attorneys, successors and assigns and any other Person claiming by, through, or under Mortgagee.

(g) “Loan Document(s)” means this Mortgage and each and any loan agreement, note, mortgage, security document, pledge, guaranty, letter of credit, reimbursement agreement, and any applicable other agreement of any kind or nature made in favor of Mortgagee made in connection with, or related to, any financing arrangement between Mortgagor and Mortgagee, whether existing now or in the future, and all other agreements, documents and certificates executed with Mortgagee in connection therewith, as any of the same may be modified, supplemented, or replaced from time to time.

(h) “Non-Qualifying Costs” means all costs, expenses and charges that are not Costs of Improvement.

(i) “Obligations” means all indebtedness, obligations and liabilities of Mortgagor to Mortgagee of any kind or nature, arising now or in the future, direct or indirect, absolute or contingent, under or in connection with or related to or evidenced by or secured by or under color of this Mortgage or any other Loan Document, and all extensions, increases, renewals or refinancings thereof, whether such indebtedness, obligations or liabilities are otherwise secured or unsecured, joint or several, due or to become due, and whether for payment or performance. Without limitation of the foregoing, such indebtedness, obligations and liabilities include (i) obligations related to notes, reimbursement agreements, letters of credit, overdrafts, swap transactions, credit card transactions, automated transfer transactions, electronic funds transfers, other transactions related to Mortgagor’s dealings with Mortgagee, (ii) the principal amount of loans, interest, fees, indemnities or expenses under or in connection with this Mortgage or any other Loan Document, and all extensions, renewals and refinancings thereof, whether or not such loans were made in compliance with the terms and conditions of the Loan Documents or in excess of the obligation of Mortgagee to lend, and (iii) interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding. Obligations shall remain Obligations notwithstanding any assignment or transfer or any subsequent assignment or transfer of any of the Obligations or any interest therein.

(j) “Permitted Exceptions” means, collectively, any liens, charges or encumbrances listed as exceptions in Schedule B attached hereto.

(k) “Person” means an individual, corporation, limited liability or other company, partnership, trust, unincorporated association, joint venture, joint stock company, governmental authority or any other entity.

(l) “Tenant Estoppel Certificate” means an estoppel certificate, in form and substance reasonably satisfactory to Mortgagee, executed by a tenant occupying the Mortgaged Property pursuant to a Lease by which the tenant represents and warrants to Mortgagee the validity and enforceability of the Lease, the existence or non-existence of any default under the Lease, and other facts about the Lease, the relationship between Mortgagor and tenant and other similar matters.

(m) “UCC” means the Uniform Commercial Code of the State of New York.

(n) “PILOT Agreement” shall mean that certain payment in lieu of taxes agreement dated as of November 1, 2021 by and among the Agency and the Mortgagor.

24.2. Interpretations. Unless the context otherwise clearly requires, the following interpretations shall apply to this Mortgage. The words “hereof,” “herein,” “hereunder” and similar terms refer to this Mortgage as a whole and not to any particular provision of it. The section and other headings contained in this Mortgage are for reference purposes only and shall not control or affect the construction hereof. References to an Event of Default that is “continuing,” or “continuation” of an Event of Default or the like shall mean the Event of Default occurred and has not been waived in writing by Mortgagee. The words, “including,” “include,” and “includes” and the like shall be deemed to be followed by the words “without limitation”. References to “attorney’s fees” include such fees and also attorney’s fees incurred in collecting attorney’s fees. References to any law include all related regulations and regulatory guidance, and all amendments and successor provisions. References to Persons shall include their successors and assigns (such reference not being deemed permission for assigns not permitted hereunder). The word “obligations” is used in its most comprehensive sense and includes all primary, secondary, direct, indirect, fixed or contingent obligations. The word “default” shall mean the occurrence of any default by Mortgagor or other Person in the observance or performance of any of the terms, covenants or provisions of this Mortgage or other Loan Document on the part of Mortgagor or such other Person to be observed or performed without regard to whether such default constitutes or would constitute upon notice or lapse of time, or both, an Event of Default under this Mortgage. References to agreements (including exhibits and schedules thereto), instruments, and documents, shall include amendments, supplements, assignments, and replacements (this clause not being intended to be a waiver of any restrictions on amendments, supplements, assignments, and replacements set forth in the Loan Documents). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties. Whenever used, the singular number shall include the plural and the plural numbers shall include the singular, and the use of any gender shall include all genders, all as the context may reasonably require. The word, “or” has the inclusive meaning represented by the phrase “and/or”.

24.3. Severability. Nothing herein contained nor any transaction related hereto shall be construed or so operate as to require Mortgagor to do any act contrary to law, and if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Mortgage, in whole or in part, or any of Mortgagor’s obligations hereunder, such clauses and provisions only shall be held void and of no force or effect as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

24.4. Joint and Several. If there is more than one Mortgagor, all obligations of each Mortgagor shall be joint and several.

24.5. Power of Attorney. Each and every power of attorney granted herein or appointment of Mortgagee as attorney-in-fact shall be deemed irrevocable, coupled with an interest and with power of substitution, and shall not be affected by lack of existence, death, disability or incompetence of Mortgagor.

24.6. Fair Meaning. This Mortgage shall be interpreted and construed according to its fair meaning and neither for nor against any party hereto irrespective of which party caused the same to be drafted. Each of the parties acknowledges that it has been or has had the opportunity to be represented by an attorney in connection with the preparation and execution of this Mortgage. In the event of any conflict between this Mortgage and any other Loan Document, the meaning most favorable to Mortgagee shall control to the greatest extent legally permissible.

25. Covenants Run With Land; Successors. All of the obligations, rights and covenants herein contained shall run with the land. The terms and provisions of this Mortgage shall be binding upon Mortgagor and its successors and assigns, provided Mortgagor shall not assign, delegate or otherwise transfer any of its rights or obligations under this Mortgage without prior written consent of Mortgagee. Mortgagor agrees that Mortgagee may assign, grant participations in or syndicate all or part of the Obligations, or any or all of Mortgagee's rights under this Mortgage and the other Loan Documents. The terms and provisions of this Mortgage and the other Loan Documents shall inure to the benefit of Mortgagee and Mortgagee's successors or assigns.

26. Laws; Venue; WAIVER OF JURY TRIAL; WAIVER OF DAMAGES.

26.1. Law. The Mortgaged Property is located in the State of New York, and this Mortgage, the rights hereunder, and all matters related hereto shall, without regard to the place of contract or payment, be construed and enforced according to the internal laws of the State of New York.

26.2. Venue. Mortgagor hereby consents and subjects itself to the exclusive jurisdiction of state or federal courts sitting in the State of New York, and waives any and all rights under the laws of the State of New York and any other jurisdiction to object to the jurisdiction of, or the commencement of any claim, action, or proceeding in the courts sitting in the State of New York. Notwithstanding the foregoing, Mortgagee may institute legal proceedings against Mortgagor in any jurisdiction where Mortgagor or any of its assets may be found.

26.3. JURY TRIAL. MORTGAGOR HEREBY, AND MORTGAGEE BY ITS ACCEPTANCE HEREOF, EACH WAIVES THE RIGHT OF A JURY TRIAL IN EACH AND EVERY ACTION ON THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS, IT BEING ACKNOWLEDGED AND AGREED THAT ANY ISSUES OF FACT IN ANY SUCH ACTION ARE MORE APPROPRIATELY DETERMINED BY A JUDGE SITTING WITHOUT A JURY. NEITHER MORTGAGOR NOR MORTGAGEE SHALL SEEK TO CONSOLIDATE ANY ACTION UNDER THIS MORTGAGE WITH ANY ACTION IN WHICH A WAIVER OF JURY TRIAL IS UNENFORCEABLE.

26.4. WAIVER OF DAMAGES. EXCEPT AS PROHIBITED BY LAW, MORTGAGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR MORTGAGEE TO ACCEPT THIS MORTGAGE AND ENTER INTO THE TRANSACTIONS CONTEMPLATED HEREBY.

27. Counterparts. This Mortgage may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument and shall be binding upon each of the undersigned as fully and completely as if all had signed the same instrument.

28. Agency Provisions.

28.1 This Mortgage is executed by the 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 the 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 the 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.

28.2 Mortgagor's Obligations to Comply with the Agency Leases and the PILOT Agreement. Mortgagor shall: (i) pay the all other sums of money due and payable at any time and from time to time under the Agency Leases 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 Agency Leases 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 Agency Leases and/or the PILOT Agreement to be performed, observed or complied with by Mortgagor as a lessor and/or as a lessee under the Agency Leases, as applicable, and as a party to the PILOT Agreement. If the Agency Leases 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.

28.3 Subordination Provisions. Notwithstanding anything herein to the contrary, Mortgagee by accepting this Mortgage, acknowledges and agrees that the rights of Mortgagee hereunder shall be subordinate to the rights of the 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 Mortgagor to the Agency shall have the same force, priority and effect as a real property tax lien under New York State law against the Mortgaged Property.


28.4 Agency Executing at the Direction of Mortgagor. The Mortgagor directs the Agency to execute and deliver this Mortgage to the Mortgagee, and further agrees to indemnify the 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.

28.5 Hold Harmless Provisions. The Mortgagor hereby acknowledges that the terms of the Agency Leases, as amended and restated from time to time, are 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.

29. Miscellaneous Provision. The Mortgagor and the Mortgagee hereto, by accepting this Mortgage, acknowledge that the 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, the Mortgagee acknowledges and agrees that their sole recourse against the Agency for any default hereunder shall be with respect to the Agency's interest in the Mortgaged Property.

IN WITNESS WHEREOF, Mortgagor and Agency, being duly authorized to do so, has executed and delivered this Mortgage as of the date first shown above.

1970 W. FAYETTE, LLC

By: 
Name: Scott E. Dumas
Title: Member of Board of Managers

ACKNOWLEDGMENT

State of New York)
 ss.:
County of Onondaga)

On this 30th day of November, 2021, before me, the undersigned, personally appeared Scott E. Dumas, 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 his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

Timothy H. Doolittle
Notary Public, State of New York
No. 02DO6312805
Qualified in Onondaga County
Commission Expires October 6, 2022

CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Name: Judith DeLaney
Title: Executive Director

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

On the 29th day of November, in the year 2021, before me, the undersigned, personally appeared Judith DeLaney, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 2022

SCHEDULE A
Legal Description

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga, State of New York, being part of Lot 1 Block 27 in the former Village of Geddes and a piece of abandoned canal land conveyed to R. Nelson Gere, all of said land bounded and described as follows: Commencing at a point at the intersection of Bridge and Furnace Streets, running thence southerly along the easterly line of Furnace Street 46-07/100 ft.; thence northeasterly and at right angles to Furnace Street to the enlarged Erie Canal; thence westerly along the south line of the Erie Canal to Bridge St.; thence southerly along the easterly line of Bridge St. to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF ERIE CANAL LANDS, situate in the City of Syracuse, County of Onondaga and State of New York, and being more particularly described as follows: Beginning at a point in the southerly Blue Line of the former Erie Canal, said point being S. 50° 07' 46" E. measured along said Blue Line a distance of 100.92 feet from its intersection with the westerly line of Harbor Street. Said last mentioned point being also N. 37° 43' 10" E. measured along said westerly street line of Harbor Street a distance of 49.71 feet from a point of deflection in said westerly street line; thence N. 52° 06' 22" E. a distance of 17.53 feet to a point; thence S. 51° 36' 15" E. a distance of 48.57 feet to a point; thence S. 76° 39' 33" E. a distance of 14.53 feet to a point; thence S. 52° 02' 25" E. a distance of 82.78 feet to a point; thence S. 53° 26' 12" W. a distance of 28.42 feet to a point in the said southerly Blue Line of said Former Erie Canal; then N. 50° 07' 45" W. along said southerly Blue Line a distance of 141.42 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being a portion of St. Marks Avenue in Said City and being more particularly bounded and described as follows: BEGINNING at the intersection of the present northeasterly line of West Fayette Street with the present easterly line of St. Marks Avenue, which is also a corner of the premises now or formerly owned by Claire U. Haverly, recorded in Book 1037 of Deeds at page 534 & c; thence N. 27°-18'-17" W., 133.99 feet to a point; thence northerly, along a curve to the right, said curve having a radius of 141.0 feet a distance of 169.03 feet to a point of tangency; thence N. 40°-58'-32" E., a distance of 5.0 feet to its intersection with the present southwesterly line of Erie Boulevard West; thence S. 46°-27'-00" E., along said southwesterly line of Erie Boulevard West, a distance of 157.18 feet to its intersection with said easterly line of St. Marks Avenue, which point is also a northeasterly corner of property now or formerly owned by Claire U. Haverly; thence S. 52°-06'-22" W., along said easterly line of St. Marks Avenue, a distance of 67.85 feet to an angle point in said line; thence S. 9°-18'-10" W., along said easterly line of St. Marks Avenue, a distance of 132.0 feet, said last two courses are also the northerly and westerly lines of the property now or formerly owned by Claire U. Haverly to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND located in the City of Syracuse, County of Onondaga and State of New York, described as follows: Beginning at a point in the southerly line of Erie Boulevard West, said point being 118.06 feet easterly measured along the southerly line of Erie Boulevard West from the point of intersection of the southerly line of Erie Boulevard West and the westerly line of Harbor Street; Thence southerly 52° 06' 22" west 50.32 feet to a

point, said point being the northwesterly corner of lands conveyed to Syracuse Trust Company by City of Syracuse dated June 19, 1942 and recorded in Onondaga County Clerk's Office on or about September 30, 1942; Thence south $51^{\circ} 36' 15''$ east 48.57 feet; Thence south $76^{\circ} 39' 33''$ east 14.53 feet; Thence south $52^{\circ} 02' 25''$ east 82.72 feet along the northerly line of lands conveyed to Syracuse Trust Company; Thence north $53^{\circ} 26' 12''$ east 33.42 feet to the southerly line of Erie Boulevard West; Thence north $47^{\circ} 37' 34''$ west along the south line of Erie Boulevard West 141.68 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being part of Block 27 of the former Village of Geddes, bounded and described as follows: Beginning at a point in the southerly line of lands of the party of the second part, 186.07 feet from the intersection of the easterly line of West Fayette Street with the southerly line of St. Marks Avenue, as measured on the following courses and distances: S. $36^{\circ} 38' 30''$ E. along the easterly line of West Fayette Street, 46.7 feet, and N. $53^{\circ} 21' 30''$ E. along the southerly line of the lands of the party of the second part, 140 feet; running thence S. $36^{\circ} 38' 30''$ E. a distance of 24.0 feet, thence N. $53^{\circ} 21' 30''$ E. a distance of 69.16 feet to the westerly line of Erie Boulevard West, thence N. $47^{\circ} 37' 34''$ W. along the westerly line of Erie Boulevard West, a distance of 24.45 feet to the southerly line of lands of party of the second part, thence S. $53^{\circ} 21' 30''$ W. a distance of 64.5 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York and being Lot No. 27356 according to a Resubdivision Final Plan Map of Lot 27354 into new Lots 27355 & 27356 prepared by Cottrell Land Surveyors, P.C. dated February 9, 2011, last revised April 25, 2011 and filed in the Onondaga County Clerk's Office on June 15, 2011 as Map No. 11381.

Said premises being more modernly described as follows:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being Lots 1 & 27356 and part of Lot 2 of City Block No. 27 in said City, and being more particularly bounded and described as follows:

Beginning at a point in the easterly line of West Fayette Street, at its intersection with the reputed southerly line of Erie Boulevard West; thence along the said reputed southerly line of Erie Boulevard West, the following six (6) courses and distances: 1. South $46^{\circ} 27' 00''$ East a distance of 157.36 feet to a point; thence 2.) North $52^{\circ} 06' 22''$ East a distance of 4.47 feet to a point; thence 3.) South $47^{\circ} 37' 34''$ East a distance of 142.05 feet to a point; thence 4.) North $53^{\circ} 21' 30''$ East a distance of 10.18 feet to a point; thence 5.) South $47^{\circ} 37' 34''$ East a distance of 66.76 feet to a point; and 6.) South $46^{\circ} 00' 20''$ East a distance of 19.73 feet to a point on the division line between the lands now of formerly of Strathmore Products, Inc. as described in Book 5179 of Deeds at Page 722 on the north and the lands now or formerly of Vintage 4x4, LLC as described in Deed Instrument 2018-018929 on the south, said line also being the southerly line of Lot 27356 as shown on the Map of Resubdivision of Lot 27354 ~ File Map 5719 prepared by Cottrell Land Surveyors dated 2-9-11 and filed in the Onondaga County Clerk's Office as Map 11381; thence South $53^{\circ} 21' 30''$ West along said division and Lot line, a distance of 220.95 feet to a point in the said easterly

line of West Fayette Street; thence along the said easterly line of West Fayette Street, the following four (4) courses and distances: 1. North 36 deg. 38 min. 30 sec. West a distance of 131.07 feet to a point; thence 2.) North 27 deg. 18 min. 17 sec. West a distance of 133.99 feet to a point; thence 3.) northerly along a curve to the right having a radius of 141.00 feet, length of 169.03 and chord of North 07 deg. 02 min. 18 sec. East, 159.09 feet to a point; and 4.) North 40 deg. 58 min. 32 sec. East a distance of 5.00 feet to the point of beginning.

SCHEDULE B
Permitted Exceptions

The matters set forth in Schedule B to the policy issued by Stewart Title Insurance Company, insuring the lien of this Mortgage (Title No. 76115333).

Lisa Dell, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
STEWART-VAL

Return To :
WLADIS LAW FIRM PC
POB 245
SYRACUSE, NY 13214

Method Returned : MAIL

First PARTY 1

1970 W FAYETTE LLC

First PARTY 2

TOMPKINS TRUST COMPANY

Index Type : Land Records

Instr Number : 2021-00059224

Book : Page :

Type of Instrument : Assignment Of Rents & Leases

Type of Transaction : Mtg Type D-3

Recording Fee: \$136.00

Recording Pages : 18

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 : DM13714

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

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) : 12/08/2021

At (Recorded Time) : 10:31:15 AM

Total Fees : \$136.00



Doc ID - 045918930018

Lisa Dell
Lisa Dell, County Clerk



This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

ASSIGNMENT OF LEASES AND RENTS

Dated as of November 30, 2021

made by

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, AS AGENCY

AND

1970 W. FAYETTE, LLC, AS COMPANY

in favor of

TOMPKINS TRUST COMPANY, AS ASSIGNEE

Street Address: 1970 West Fayette Street, Syracuse, New York
County of: Onondaga
State of: New York
Tax Map #: 112.-25-04.0

Street Address: 1950 West Fayette Street, Syracuse, New York
County of: Onondaga
State of: New York
Tax Map #: 111.-10-04.2

Street Address: 1499 Erie Boulevard West, Syracuse, New York
County of: Onondaga
State of: New York
Tax Map #: 112.-25-03.0

Street Address: 1515 Erie Boulevard West, Syracuse, New York
County of: Onondaga
State of: New York
Tax Map #: 112.-25-01.0

Street Address: 1501 Erie Boulevard West, Syracuse, New York
County of: Onondaga
State of: New York
Tax Map #: 112.-25-02.0

RECORD AND RETURN TO:

WLADIS LAW FIRM, P.C.
P.O. BOX 245
SYRACUSE, NEW YORK 13214
ATTENTION: TIMOTHY H. DOOLITTLE, ESQ.

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of November 30, 2021 by **1970 W. FAYETTE, LLC**, a New York limited liability company with an address of 208 N. Manlius Street, Fayetteville, New York 13066 ("Company") and the **CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 201 East Washington Street, 6th Floor, Syracuse, New York 13202 ("Agency"), in favor of **TOMPKINS TRUST COMPANY**, a bank chartered under the laws of the State of New York ("Assignee"), with an address of 118 E. Seneca Street, Ithaca, New York 14850.

This Assignment is made in connection with a Bifurcated Building Loan Mortgage and Security Agreement securing the maximum principal amount of \$490,000.00, made by Company and Agency in favor of Assignee, and each intended to be recorded on or about even date herewith (as each may amended, extended, renewed, restated, replaced or refinanced in whole or part, and collectively, the "Mortgage").

Certain capitalized terms not elsewhere defined in this Assignment have the meanings given in Section 6.

1. Assignment.

1.1. Company and Agency, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration paid by the Company, the receipt and sufficiency of which are hereby acknowledged, does HEREBY GRANT, ASSIGN, TRANSFER, SET OVER and DELIVER all of the Company's and Agency's right, title and interest in and to all the Leases, the Rents and any and all guarantees thereof, together with all rights of Company to amend, modify, terminate, extend or renew the Leases or to waive the Rents or the terms of the Leases, unto Assignee, to have and to hold the Leases and the Rents unto Assignee forever, and Company does hereby bind itself, its successors and assigns to warrant and forever defend the title to the Leases and the Rents unto Assignee, for the benefit of Assignee, against every Person whomsoever lawfully claiming or purporting to claim the same or any part thereof, excepting therefrom the Agency's Unassigned Rights as that term is defined in the Agency Leases.

1.2. The parties intend that this Assignment shall be a present, absolute and unconditional assignment and shall, immediately upon its execution, give Assignee the right to collect the Rents and to apply them in payment of the Obligations. This absolute assignment to Assignee extends to property of Company acquired before the commencement of any federal or state bankruptcy or insolvency proceedings and to property of Company acquired by the estate of Company after the commencement of such proceedings.

2. Limited License, Continuation and Termination.

2.1. Limited License. Provided that there exists no continuing Event of Default hereunder or under or in any Loan Document, Company shall have the right under a limited license granted hereby, and Assignee hereby grants to Company a license (the "License") but limited as provided in Section 5.1, to collect, receive, use and enjoy, but not more than one (1) month in advance (except for security deposits to the extent permitted by applicable law), all of the Rents arising from or out of the Leases, or any renewals or extensions thereof, or from or out of the Subject Property or any part thereof, and to otherwise enjoy and exercise the rights of Lessor under the Leases. Upon the occurrence and during the continuance of an Event of Default, the collection of such Rents shall be applied to the reduction, repayment, performance and discharge of the Obligations, or in such other manner as Assignee may designate.

2.2. Continuation and Termination of Assignment. Upon payment in full of the Obligations, as evidenced by a full release of record of the Mortgage, this Assignment shall become and be void and of no

force or effect, but the affidavit, certificate, letter or statement of any officer of Assignee stating that any part of the Obligations remains unpaid and undischarged shall be and constitute conclusive evidence of the validity, effectiveness or continuing force of this Assignment, and any Person may, and is hereby authorized, to rely thereon. Written demand by Assignee delivered to any Lessee for payment of Rents by reason of the occurrence and continuation of any Event of Default claimed by Assignee shall be sufficient evidence of each such Lessee's obligation and authority to make all future payments of Rents to Assignee without the necessity for further consent by Assignor. Company shall not seek or pursue any claim against any Lessee by reason of its compliance with any demand for payment of Rents made by Assignee contemplated by the preceding sentence.

3. Warranties And Representations. Company hereby unconditionally warrants and represents to Assignee as follows:

3.1. Ownership of Leases and Rents. Company has good title to the Leases and Rents and all requisite right, power and authority to assign the Leases and Rents, and no other Person has any right, title or interest therein, subject only to the leasehold interest of the Agency. There is no current assignment of the Rents or any part thereof except to Assignee, and Company has the right and authority to make this Assignment, has performed or will perform all necessary acts to authorize payment of the Rents to Assignee as required hereby, and will execute and deliver to Assignee any and all other documents and perform all acts reasonably requested by Assignee in connection with the Leases and this Assignment.

3.2. Leases Are Valid. All existing Leases submitted to Assignee are now valid and enforceable according to their terms as applied by New York courts, and have not, since their execution, been altered or amended in any manner other than as disclosed in writing by Company to Assignee. No Rents thereunder have been collected more than one (1) month in advance of the time when such rent is due.

3.3. Subordination. Company has not subjected or subordinated any Lease or any part thereof to any mortgage or security agreement on or to the Subject Property other than the Mortgage, and has not requested or required any such subordination, where any reservation, option or authority was reserved to Company to do so under any Lease or Company otherwise would have the right, power or privilege so to do.

4. Affirmative Covenants. Company hereby unconditionally covenants and agrees with Assignee as follows:

4.1. Delivery Of Leases; Further Acts and Assurances. Until the Obligations have been paid and performed in full and discharged, Company will:

(a) deliver or otherwise make available to Assignee, upon Assignee's written request, executed copies of all existing and future Leases when executed upon all or any part of the Subject Property,

(b) upon the occurrence and during the continuance of an Event of Default, deliver or otherwise make available to Assignee all security deposits and other deposits then held by Company in connection with any of the Leases, and

(c) take any actions reasonably requested by Assignee to further transfer and assign future Leases upon the same terms and conditions as herein contained, and make, execute and deliver to Assignee, upon written demand and at any time or times, any and all assignments and other documents and instruments which Assignee may deem advisable to carry out the true purpose and intent of this Assignment.

4.2. Compliance With Leases. Company will duly perform all the duties and comply with all the terms, covenants, conditions, provisions and agreements required of or made by Company according to the Leases as from time to time in effect.

4.3. Modification of Leases. Company will not, without Assignee's written consent, cancel, abridge, or modify any Leases, or transfer, mortgage or otherwise encumber the Subject Property or any part thereof except in favor of Assignor, or accept prepayments of installments of Rents to become due in excess of one (1) month in advance, and reference is hereby made to Section 291-f of the Real Property Law of the State of New York.

4.4. Rights of Subordination. Company will not take any action that would cause the representation contained in Section 3.3 to be untrue at any time during the term hereof.

5. Remedies and Related Matters.

5.1. Remedies. Company expressly acknowledges and agrees that upon the occurrence of an Event of Default hereunder or under any of the other Loan Documents and for so long as such Event of Default shall be continuing, Assignee's right, title and interest in and to the Leases and Rents shall be and remain absolute and inviolate in accordance with the provisions of this Assignment. Moreover, without limiting, altering, affecting or impairing in any manner or to any extent the absolute right, title and interest of Assignee as provided herein, upon the occurrence of such an Event of Default and for so long as such Event of Default shall be continuing, Assignee shall have the complete right, power and authority hereunder, then or thereafter, to exercise and enforce any or all of the following rights and remedies, with full power and authority to act in the name of Assignor:

(a) to terminate the License or any of the Leases, and then and thereafter, with or without taking possession of the Subject Property, in Assignor's name, to demand, collect, receive, sue for, attach and levy on the Rents and give proper receipts, releases and acquittances therefor, and after deducting all necessary and proper costs and expenses of operation and collection, as determined by Assignee, including reasonable attorneys' fees, apply the net proceeds thereof, together with any funds of Company deposited with Assignee, in reduction or repayment of the Obligations in such order of priority as Assignee may, in its sole discretion, determine;

(b) to declare the Obligations, or, in Assignee's sole and absolute discretion, any portion thereof, immediately due and payable and, at its option, exercise all of the rights and remedies contained in the Loan Documents;

(c) without regard to the adequacy of the security or solvency of Assignor, with or without any action or proceeding through any Person or by any agent, or under the Mortgage, or by a receiver to be appointed by a court of competent jurisdiction, and irrespective of Assignor's possession, then or thereafter to: (i) enter upon, take possession of, manage and operate the Subject Property or any part thereof, (ii) make, modify, enforce, cancel or accept surrender of any Lease now in effect or hereafter in effect on the Subject Property or any part thereof, (iii) remove and evict any Lessee; increase or decrease Rents under any Lease, (iv) perform such acts as may be required of Company by all leases, any other tenancies of the Subject Property and this Assignment, (v) clean and repair, and otherwise do any act or incur any cost or expense which Assignee may deem reasonably necessary to protect the status and value of the Subject Property as fully and to the same extent as Company could do if in possession thereof, and (vi) let or lease the Subject Property or any part thereof which is now or may become vacant for such periods as Assignee may deem proper, and in each such event, apply the Rents so collected to the operation and management of the Subject Property, but in such order or priority as Assignee shall deem proper, and including the payment of reasonable management, brokerage and attorneys' fees and disbursements, and

payment of the Obligations in such order of priority as Assignee may, in its sole discretion, determine and to the establishment and maintenance, without interest, of a reasonable reserve for replacements; and

(d) make or do any payments or acts which Company fails to make or do in such manner and to such extent as Assignee may deem necessary to protect the Subject Property or any Lease, including the right to appear in and defend any action or proceeding purporting to affect the Subject Property or any Lease or the rights or powers of Assignee and also the right to perform and discharge each and every obligation, covenant and agreement of Company contained in any Lease and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees.

5.2. Continuing Remedies. Any remedy provided herein, if not exercised prior to foreclosure sale pursuant to the Mortgage, may be exercised at any time during the period of redemption, if any, from foreclosure sale whether or not an Event of Default exists and whether or not any deficiency remains after a foreclosure sale.

5.3. Exculpation of Assignee. The acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority created hereby, shall not, prior to entry upon and taking possession of the Subject Property by Assignee, be deemed or construed to constitute Assignee a "mortgagee in possession," nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Leases, the Rents or the Subject Property or to take any action hereunder or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under any Lease or to assume any obligation or responsibility for any security deposits or other deposits delivered to Company by any Lessee and not assigned and delivered to Assignee (except as otherwise provided under applicable law) or obligate Assignee to lease the Subject Property or attempt to do the same, nor shall Assignee be liable in any way for any injury or damage to persons or property sustained by any person, firm or corporation in or about the Subject Property unless such liability is caused by the gross negligence or willful misconduct of Assignee as finally determined by a court of competent jurisdiction.

5.4. No Waiver or Election of Remedies.

(a) Waiver. Neither the collection of the Rents and application as provided for in this Assignment nor the entry upon and taking possession of the Subject Property by Assignee shall be deemed to cure or waive any Event of Default or waive, modify or affect any notice of default under any Loan Document or invalidate any act done pursuant to any such notice. The enforcement of any such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect, notwithstanding that the collection and application of the Rents may have cured the original Event of Default. If Assignee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent Event of Default.

(b) Election of Remedies. The failure of Assignee to assert any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times shall not be construed or deemed to be a waiver of any such right, and nothing herein contained nor anything done or omitted to be done by Assignee pursuant to this Assignment shall be deemed to be an election of remedies or a waiver by Assignee of any of its rights and remedies under any other Loan Document or under law. The right of Assignee to collect and enforce the payment and performance of the Obligations, or any part thereof, and to enforce any security therefor may be exercised by Assignee either prior to or simultaneously with or subsequent to any action taken hereunder.

5.5. Appointment Of Attorney-In-Fact.

(a) Rents. Subject to the License described in and limited by Sections 2.1 and 5.1 hereof, Company hereby constitutes and appoints Assignee as its the true and lawful attorney, coupled with an interest and with full power of substitution, allowing Assignee, upon the occurrence of an Event of Default, and for so long as such Event of Default shall be continuing, in the name, place and stead of it to demand, sue for, attach, levy, recover and receive all Rents and any premium or penalty payable upon the exercise by any Lessee under any Lease of a privilege of cancellation originally provided in such Lease and to give proper receipts, releases and acquittances therefor and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion of the Obligations selected by Assignee, notwithstanding the fact that such portion of the Obligations may not then be due and payable or that such portion of the Obligations is otherwise adequately secured. Company does hereby authorize and direct any such Lessee to deliver such payment to Assignee in accordance with this Assignment, and Company hereby ratifies and confirms all that its said attorney, Assignee, shall do or cause to be done by virtue of the powers granted hereby. The foregoing appointment is irrevocable and continuing, and such rights, powers and privileges shall be exclusive in Assignee, its successors and assigns, so long as any part of the Obligations remain unpaid and undischarged. No Lessee need inquire into the authority of Assignee to collect any Rents, and its obligations to Company shall be absolutely discharged to the extent of any payment to Assignee.

(b) Leases. Subject to the License described in and limited by Sections 2.1 and 5.1 above, Company hereby constitutes and appoints Assignee as its true and lawful attorney, coupled with an interest and with full power of substitution, allowing Assignee, upon the occurrence of an Event of Default, and for so long as such Event of Default shall be continuing, in the name, place and stead of said Company to subject and subordinate at any time and from time to time any Lease or any part thereof to the Lien of the Mortgage, or any other mortgage or security agreement on or to the Subject Property, or to request or require such subordination, where such reservation, option or authority was reserved to Company under any such Lease, or in any case where Company otherwise would have the right, power or privilege so to do. Assignee shall provide reasonably prompt written notice to Company of any exercise of the foregoing power of attorney. The foregoing appointment is irrevocable and continuing, and such rights, powers and privileges shall be exclusive in Assignee and its successors and assigns, for so long as an Event of Default is continuing.

5.6. Assignor's Indemnities. Company hereby agrees to indemnify and hold Assignee, its directors, officers, employees, agents, successors and assigns and any other person or entity claiming by, through, or under Assignee (each an "Indemnified Person"), free and harmless from and against any and all liability, loss, cost, damage or expense (including (including the reasonable fees and expenses of Assignee's attorneys) which Assignee or any Indemnified Person may incur under or by reason of this Assignment (including as may arise in connection with any matter incidental to the preparation, negotiation, execution, delivery, filing and recording, administration, amendment or modification, exercise of rights, or enforcement of this Assignment), or for any action taken by Assignee or any Indemnified Person hereunder, or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Assignee or any Indemnified Person arising out of the Leases, including specifically (a) any claim by any Lessee of credit for Rents paid to and received by Assignor, but not delivered to Assignee, for any period under any Lease more than one (1) month in advance of the due date thereof and (b) any claim by any Lessee for the return of security deposits or other deposits held by Company and not delivered to Assignee, unless any such liability, loss, cost, damage or expense is caused by the gross negligence or willful misconduct of Assignee or the applicable Indemnified Person as finally determined by a court of competent jurisdiction. In the event Assignee or any Indemnified Person incurs any such liability, loss, cost, damage or expense, the amount thereof, including reasonable legal fees, with interest thereon, and where not paid within ten (10) days of demand at the Default Rate provided in the Mortgage, shall be payable by Company to Assignee or the applicable Indemnified Person immediately, upon demand, and shall be secured hereby

and by all other security for the payment and performance of the Obligations, including specifically the Lien of the Mortgage.

6. Definitions; Interpretation.

6.1. Definitions. Unless the context otherwise clearly requires, capitalized terms not defined elsewhere in this Assignment have the following meanings, and to the extent not defined in this Assignment shall have the meanings given in the Mortgage and the Note:

(a) “Agency Leases” means, collectively, that certain company lease agreement, dated as of November 1, 2021, by and between the Company and the Agency and that certain agency lease dated, as of November 1, 2021, by and between the Agency and the Company.

(b) “Business Day” means a day other than a Saturday, Sunday or other holiday for banks doing business in the State of New York.

(c) “Event of Default” has the meaning assigned thereto in the Mortgage, and includes (i) any representation or warranty made or deemed made by Company in this Assignment being false or misleading in any material respect as of the time when made, furnished or deemed made (including by omission of material information necessary to make such representation, warranty or statement not misleading), and (ii) any default by Company in the performance or observance of any covenant, agreement or duty under this Assignment that shall have continued for a period of five (5) Business Days (which cure period shall run concurrently with any other cure period provided in the Loan Documents for substantially the same circumstance).

(d) “Improvements” means all structures, buildings, improvements, apparatus, appurtenances, leasehold improvements, fittings, machinery, equipment, and fixtures located or erected on, forming part of, necessary or useful for current or future occupancy and operation of, or attached in any manner to the Premises, and plans and specifications relative to the construction or operation of any of them.

(e) “Leases” means any and all leases, subleases, licenses, concessions or other agreements (written or oral, now or hereafter in effect) which grant a possessory interest in and to, or the right to use or enjoy all or any portion of the Subject Property, together with all security and other deposits made in connection therewith, and all other agreements, such as architect’s contracts, engineers’ contracts, utility contracts, maintenance agreements and service contracts, which in any way relate to the use, occupancy, operation, maintenance, enjoyment or ownership of the Subject Property, excepting therefrom the Agency Leases.

(f) “Lessee(s)” means any and all tenants, subtenants, guarantors and any other Person that is (i) obligated to pay rent to Company pursuant to any of the Leases or (ii) occupying space in the Improvements pursuant to any of the Leases.

(g) “Loan Documents” has the meaning set forth in the Mortgage.

(h) “Loans” means the loans and advances evidenced by the Note.

(i) “Mortgage” has the meaning given in the preamble to this Assignment.

(j) “Note” has the meaning given in the Mortgage and includes all amendments, extensions, renewals, restatements, replacements or refinancing of it in whole or part.

(k) “Obligations” means any and all of obligations of Company to Assignee of any kind, whether direct, indirect or contingent and of any nature, under, provided in, or related to this Assignment, the Mortgage, the Note, or the Loan Documents, including as amended, extended, renewed, modified, supplemented, restated or substituted from time to time.

(l) “Person” means an individual, corporation, limited liability or other company, partnership, trust, unincorporated association, joint venture, joint stock company, governmental authority or any other entity, and their respective successors and assigns.

(m) “Premises” means that plot, piece or parcel of land described in Schedule A attached hereto.

(n) “Rents” means all of the rents, receipts, revenues, issues and profits now due or which may become due or to which Company may now or hereafter shall become entitled (whether upon the expiration of any applicable period of redemption or otherwise) or may demand or claim, arising or issuing from or out of using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Leases, or from or out of the Subject Property or any part thereof, including, without limiting the generality of the foregoing, minimum rents, additional rents, percentage rents, parking maintenance charges or fees, tax and insurance contributions, proceeds of sale of electricity, gas, chilled and heated water and other utilities and services, deficiency rents, security deposits and liquidated damages following default or late payment of rent, and all proceeds payable under any policy of insurance covering loss of rents resulting from lack of tenantability caused by destruction or damage to the Subject Property, together with any and all rights and claims of any kind which Company may have against any Lessee under any Lease or any subtenants or occupants of the Subject Property.

(o) “Subject Property” means all of, or, where the context permits or requires, any portion of or interest in, Assignor’s right, title and interest in the Premises, Improvements, other Mortgaged Property (as defined in the Mortgage), Leases and Rents, together with any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the Indebtedness or the performance and discharge of the Obligations.

6.2. Interpretation. In this Assignment, unless the context otherwise requires, the interpretations applicable to the Mortgage shall apply.

7. Miscellaneous.

7.1. Performance at Assignor’s Expense. The cost and expense of performing or complying with any and all of the Obligations shall be borne solely by Assignor, and no portion of such cost and expense (except to the extent that certain costs and expenses are included within the definition of “Loans”) shall be, in any way and to any extent, credited against any installment on or portion of the Loans.

7.2. Survival of Obligations. Each and all of the Obligations shall survive the execution and delivery of the Loan Documents and the making of the Loans, and shall continue in full force and effect until the Obligations shall have been finally and irrevocably paid in full.

7.3. Further Assurances. Assignor, upon the request of Assignee, will execute, acknowledge, deliver and record or file such further agreements and instruments, and do such further acts, as may be reasonably necessary, desirable or proper to carry out more effectively the purpose of the Loan Documents and to subject to the Liens thereof any property intended by the terms thereof to be covered thereby.

7.4. Recording and Filing. Company will cause this Assignment and all amendments and supplements thereto and substitutions therefor to be recorded, filed, re-recorded and refiled in such manner

and in such places as Assignee shall reasonably request, and will pay all recording, filing, re recording and refiling taxes, fees and other charges in connection therewith.

7.5. Notices. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (i) if hand delivered, effective upon receipt, or (ii) if delivered by nationally recognized overnight courier service, effective on the Business Day following delivery to such courier service or (iii) if mailed by United States registered or certified mail, postage prepaid, return receipt requested, effective two (2) Business Days after deposit in the United States mails, and if by courier or mail, sent, to Assignee or Assignor, as the case may be, to its address first shown above in this Assignment, or at such other address or to such other addressee designated by a party in a notice to the other parties given in accordance with this Assignment.

7.6. Covenants Run With Land; Successors. All of the obligations, rights and covenants herein contained shall run with the land. The terms and provisions of this Assignment shall be binding upon Company and its successors and assigns, provided Company shall not assign, delegate or otherwise transfer any of its rights or obligations under this Assignment without prior written consent of Assignee. Company agrees that Assignee may assign, grant participations in or syndicate all or part of the Obligations, or any or all of Assignee's rights under this Assignment and the other Loan Documents. The terms and provisions of this Assignment and the other Loan Documents shall inure to the benefit of Assignee and Assignee's successors or assigns.

7.7. No Waiver.

(a) No course of dealing between Company and Assignee and no act, delay or omission by Assignee in exercising any right or remedy hereunder, including acceptance of any partial payment of the Obligations, shall operate as a waiver of any right, remedy or default hereunder, or of any other right or remedy, and no single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. All rights and remedies of Assignee hereunder are cumulative. Company recognizes that, in general, Companies who experience difficulties in honoring their loan obligations, in an effort to inhibit or impede Assignees from exercising the rights and remedies available to Assignees pursuant to Loan Documents, frequently present in court the meritless argument that some loan officer or administrator of Assignee made an oral modification or made some statement that could be interpreted as an extension or modification or amendment of one or more of the Loan Documents and that Company relied to its detriment upon such oral modification of the Loan Document. In order to protect Assignee from such allegations in connection with the transactions contemplated by this Assignment, Company acknowledges that this Assignment, the Note, and the other Loan Documents can be extended, modified or amended only in writing executed by Assignee and that none of the rights or benefits of Assignee can be waived except in a written document executed by Assignee. Company further acknowledges Assignor's understanding that no officer or representative of Assignee has the power or the authority from Assignee to make an oral extension or modification or amendment of any such instrument or agreement on behalf of Assignee.

(b) In the event any circumstance that might otherwise constitute a defense available to, or a discharge of, Company or any other Person of the Obligations or this Assignment occurs, including if Assignee (a) releases any portion or portions of or interest or interests in the Leases and Rents from the lien of this Assignment, (b) releases any part of the security or any Person liable for any Obligations, (c) grants an extension of or alters the terms or time for any payments of the Obligations, (d) takes other or additional security or any guaranty for the payment thereof, (e) takes any other bond, note or obligation as evidence of the Obligations, payable at such time and on such terms as Assignee may approve, (f) changes the rate of interest applicable to the Obligations, (g) accepts partial payments, (h) resorts for the payment

of the Obligations to any of the other Loan Documents in such order and manner as Assignee, in its discretion, may elect, (i) consents to the making of any plat or map of the Premises, (j) joins in granting any easement or creating any restriction affecting the Mortgaged Property, (k) joins in any subordination or other agreement affecting this Assignment of the lien of it, (l) modifies the terms of the Loan Documents, or (m) otherwise exercises or waives or fails to exercise any right granted herein or in any of the other Loan Documents, then until the Obligations shall have been paid in full, every Person who is or becomes liable for the Obligations shall continue to be bound and liable for the Obligations as fully and effectively as if such Person's consent had been previously obtained. No such act or omission shall constitute a release of Assignor, an amendment hereof or waiver of any default, or extend or affect any grace period, release Assignor, subsequent owners of the Mortgaged Property, or makers or guarantors of the Obligations, this Assignment, or any of the other Loan Documents, or preclude Assignee from exercising any right, power or privilege herein granted or intended to be granted hereunder. Notwithstanding any agreement or stipulation between Assignee and any subsequent owner or owners of the Mortgaged Property or other Person extending the time of payment or otherwise modifying or supplementing the Note, this Assignment or any other Loan Documents, without first having obtained the consent of Assignor; Company shall continue to be obligated to pay and perform the Obligations at the time and in the manner provided in the Note, this Assignment, or any other Loan Documents, as so extended, modified and supplemented, unless expressly released and discharged by Assignee.

7.8. Severability. The terms and provisions of this Assignment are severable, and if any term or provision shall be determined to be superseded, illegal, invalid or otherwise unenforceable in whole or in part pursuant to applicable law by a judicial order or governmental authority having jurisdiction, such determination shall not in any manner impair or otherwise affect (i) the validity, legality or enforceability of that term or provision in any other jurisdiction, or (ii) any of the remaining terms and provisions of this Assignment, which shall be given the fullest permissible effect in any jurisdiction.

8. Laws; Venue; WAIVER OF JURY TRIAL; WAIVER OF DAMAGES.

8.1. Law. This Assignment, the rights hereunder, and all matters related hereto shall, without regard to the place of contract or payment, be construed and enforced according to the internal laws of the State of New York.

8.2. Venue. Company hereby consents and subjects itself to the exclusive jurisdiction of state or federal courts sitting in the State of New York, and waives any and all rights under the laws of the State of New York and any other jurisdiction to object to the jurisdiction of, or the commencement of any claim, action, or proceeding in the courts sitting in the State of New York. Notwithstanding the foregoing, Assignee may institute legal proceedings against Company in any jurisdiction where Company or any of its assets may be found.

8.3. JURY TRIAL. COMPANYHEREBY, AND ASSIGNEE BY ITS ACCEPTANCE HEREOF, EACH WAIVES THE RIGHT OF A JURY TRIAL IN EACH AND EVERY ACTION ON THIS ASSIGNMENT OR ANY OF THE OTHER LOAN DOCUMENTS, IT BEING ACKNOWLEDGED AND AGREED THAT ANY ISSUES OF FACT IN ANY SUCH ACTION ARE MORE APPROPRIATELY DETERMINED BY A JUDGE SITTING WITHOUT A JURY. NEITHER COMPANY NOR ASSIGNEE SHALL SEEK TO CONSOLIDATE ANY ACTION UNDER THIS ASSIGNMENT WITH ANY ACTION IN WHICH A WAIVER OF JURY TRIAL IS UNENFORCEABLE.

8.4. WAIVER OF DAMAGES. EXCEPT AS PROHIBITED BY LAW, COMPANYHEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES

OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR ASSIGNEE TO ACCEPT THIS ASSIGNMENT AND ENTER INTO THE TRANSACTIONS CONTEMPLATED HEREBY.

8.5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument and shall be binding upon each of the undersigned as fully and completely as if all had signed the same instrument.

9. Agency Provisions.

9.1 This Assignment is executed by the Agency solely for the purpose of subjecting its interest in the Mortgaged Property, and in the event of a default, the holder of this Assignment shall look, only with respect to the Agency, solely to the Mortgaged Property described in this Assignment and in the Mortgage in satisfaction of the indebtedness evidenced under the Note and will not seek or obtain any deficiency or personal judgment against the 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 under the Mortgage or hereunder and all other property mortgaged, pledged, conveyed or assigned to secure payment under the Note.

9.2 Company's Obligations to Comply with the Agency Leases and the PILOT Agreement. Company shall: (i) pay the all other sums of money due and payable at any time and from time to time under the Agency Leases and the PILOT Agreement (as defined in the Mortgage) when such sums become due and payable, but in any event, before the expiration of any grace period provided in the Agency Leases 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 Agency Leases and/or the PILOT Agreement to be performed, observed or complied with by Company as a lessor and/or as a lessee under the Agency Leases, as applicable, and as a party to the PILOT Agreement. If the Agency Leases and/or the PILOT Agreement do not provide for a grace period for the payment of a sum of money, Company shall make the payment on or before the date on which the payment becomes due and payable. Company shall deliver evidence of the payment to Assignee within ten (10) days after receipt of a written request from Assignee for evidence of the payment.

9.3 Subordination Provisions. Notwithstanding anything herein to the contrary, Assignee by accepting this Assignment, acknowledges and agrees that the rights of Assignee hereunder shall be subordinate to the rights of the 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 to the Agency shall have the same force, priority and effect as a real property tax lien under New York State law against the Mortgaged Property.

9.4 Agency Executing at the Direction of Company. The Company directs the Agency to execute and deliver this Assignment to the Assignee, and further agrees to indemnify the 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.


9.5 Hold Harmless Provisions. The Company hereby acknowledges that the terms of the Agency Leases, as amended and restated from time to time, are 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.

10. Miscellaneous Provision. The Company and the Assignee hereto, by accepting this Assignment, acknowledge that the Agency is executing this Assignment solely to subject its interest in the Mortgaged Property, if any, to this Assignment. Notwithstanding anything herein to the contrary, the Assignee acknowledges and agrees that their sole recourse against the Agency for any default hereunder shall be with respect to the Agency's interest in the Mortgaged Property.

[Signature page follows]

IN WITNESS WHEREOF, the Company and the Agency have executed this Assignment as of the date first above written.

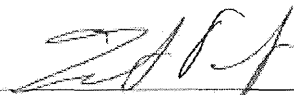
1970 W. FAYETTE, LLC

By: 
Name: Scott E. Dumas
Title: Member of Board of Managers

ACKNOWLEDGMENT

State of New York)
 ss.:
County of Onondaga)


On this 30th day of November, 2021, before me, the undersigned, personally appeared Scott E. Dumas, 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 his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Timothy H. Doolittle
Notary Public, State of New York
No. 02DO6312805
Qualified in Onondaga County
Commission Expires October 6, 2022


AGENCY:
CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Name: Judith DeLaney
Title: Executive Director

ACKNOWLEDGMENT

State of New York)
 ss.:
County of Onondaga)

On this 29th day of November 2021, before me, the undersigned, personally appeared Judith DeLaney, 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 his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC505591
Commission Expires on Feb. 12, 20 22

SCHEDULE A
Legal Description

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga, State of New York, being part of Lot 1 Block 27 in the former Village of Geddes and a piece of abandoned canal land conveyed to R. Nelson Gere, all of said land bounded and described as follows: Commencing at a point at the intersection of Bridge and Furnace Streets, running thence southerly along the easterly line of Furnace Street 46-07/100 ft.; thence northeasterly and at right angles to Furnace Street to the enlarged Erie Canal; thence westerly along the south line of the Erie Canal to Bridge St.; thence southerly along the easterly line of Bridge St. to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF ERIE CANAL LANDS, situate in the City of Syracuse, County of Onondaga and State of New York, and being more particularly described as follows: Beginning at a point in the southerly Blue Line of the former Erie Canal, said point being S. 50° 07' 46" E. measured along said Blue Line a distance of 100.92 feet from its intersection with the westerly line of Harbor Street. Said last mentioned point being also N. 37° 43' 10" E. measured along said westerly street line of Harbor Street a distance of 49.71 feet from a point of deflection in said westerly street line; thence N. 52° 06' 22" E. a distance of 17.53 feet to a point; thence S. 51° 36' 15" E. a distance of 48.57 feet to a point; thence S. 76° 39' 33" E. a distance of 14.53 feet to a point; thence S. 52° 02' 25" E. a distance of 82.78 feet to a point; thence S. 53° 26' 12" W. a distance of 28.42 feet to a point in the said southerly Blue Line of said Former Erie Canal; then N. 50° 07' 45" W. along said southerly Blue Line a distance of 141.42 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being a portion of St. Marks Avenue in Said City and being more particularly bounded and described as follows: BEGINNING at the intersection of the present northeasterly line of West Fayette Street with the present easterly line of St. Marks Avenue, which is also a corner of the premises now or formerly owned by Claire U. Haverly, recorded in Book 1037 of Deeds at page 534 & c; thence N. 27°-18'-17" W., 133.99 feet to a point; thence northerly, along a curve to the right, said curve having a radius of 141.0 feet a distance of 169.03 feet to a point of tangency; thence N. 40°-58'-32" E., a distance of 5.0 feet to its intersection with the present southwesterly line of Erie Boulevard West; thence S. 46°-27'-00" E., along said southwesterly line of Erie Boulevard West, a distance of 157.18 feet to its intersection with said easterly line of St. Marks Avenue, which point is also a northeasterly corner of property now or formerly owned by Claire U. Haverly; thence S. 52°-06'-22" W., along said easterly line of St. Marks Avenue, a distance of 67.85 feet to an angle point in said line; thence S. 9°-18'-10" W., along said easterly line of St. Marks Avenue, a distance of 132.0 feet, said last two courses are also the northerly and westerly lines of the property now or formerly owned by Claire U. Haverly to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND located in the City of Syracuse, County of Onondaga and State of New York, described as follows: Beginning at a point in the southerly line of Erie Boulevard West, said point being 118.06 feet easterly measured along the southerly line of Erie Boulevard West from the point of intersection of the southerly line of Erie Boulevard West and the westerly line of Harbor Street; Thence southerly 52° 06' 22" west 50.32 feet to a point,

said point being the northwesterly corner of lands conveyed to Syracuse Trust Company by City of Syracuse dated June 19, 1942 and recorded in Onondaga County Clerk's Office on or about September 30, 1942; Thence south $51^{\circ} 36' 15''$ east 48.57 feet; Thence south $76^{\circ} 39' 33''$ east 14.53 feet; Thence south $52^{\circ} 02' 25''$ east 82.72 feet along the northerly line of lands conveyed to Syracuse Trust Company; Thence north $53^{\circ} 26' 12''$ east 33.42 feet to the southerly line of Erie Boulevard West; Thence north $47^{\circ} 37' 34''$ west along the south line of Erie Boulevard West 141.68 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being part of Block 27 of the former Village of Geddes, bounded and described as follows: Beginning at a point in the southerly line of lands of the party of the second part, 186.07 feet from the intersection of the easterly line of West Fayette Street with the southerly line of St. Marks Avenue, as measured on the following courses and distances: S. $36^{\circ} 38' 30''$ E. along the easterly line of West Fayette Street, 46.7 feet, and N. $53^{\circ} 21' 30''$ E. along the southerly line of the lands of the party of the second part, 140 feet; running thence S. $36^{\circ} 38' 30''$ E. a distance of 24.0 feet, thence N. $53^{\circ} 21' 30''$ E. a distance of 69.16 feet to the westerly line of Erie Boulevard West, thence N. $47^{\circ} 37' 34''$ W. along the westerly line of Erie Boulevard West, a distance of 24.45 feet to the southerly line of lands of party of the second part, thence S. $53^{\circ} 21' 30''$ W. a distance of 64.5 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York and being Lot No. 27356 according to a Resubdivision Final Plan Map of Lot 27354 into new Lots 27355 & 27356 prepared by Cottrell Land Surveyors, P.C. dated February 9, 2011, last revised April 25, 2011 and filed in the Onondaga County Clerk's Office on June 15, 2011 as Map No. 11381.

Said premises being more modernly described as follows:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being Lots 1 & 27356 and part of Lot 2 of City Block No. 27 in said City, and being more particularly bounded and described as follows:

Beginning at a point in the easterly line of West Fayette Street, at its intersection with the reputed southerly line of Erie Boulevard West; thence along the said reputed southerly line of Erie Boulevard West, the following six (6) courses and distances: 1. South 46 deg. 27 min. 00 sec. East a distance of 157.36 feet to a point; thence 2.) North 52 deg. 06 min. 22 sec. East a distance of 4.47 feet to a point; thence 3.) South 47 deg. 37 min. 34 sec. East a distance of 142.05 feet to a point; thence 4.) North 53 deg. 21 min. 30 sec. East a distance of 10.18 feet to a point; thence 5.) South 47 deg. 37 min. 34 sec. East a distance of 66.76 feet to a point; and 6.) South 46 deg. 00 min. 20 sec. East a distance of 19.73 feet to a point on the division line between the lands now of formerly of Strathmore Products, Inc. as described in Book 5179 of Deeds at Page 722 on the north and the lands now or formerly of Vintage 4x4, LLC as described in Deed Instrument 2018-018929 on the south, said line also being the southerly line of Lot 27356 as shown on the Map of Resubdivision of Lot 27354 ~ File Map 5719 prepared by Cottrell Land Surveyors dated 2-9-11 and filed in the Onondaga County Clerk's Office as Map 11381; thence South 53 deg. 21 min. 30 sec. West along said division and Lot line, a distance of 220.95 feet to a point in the said easterly line of West

Fayette Street; thence along the said easterly line of West Fayette Street, the following four (4) courses and distances: 1. North 36 deg. 38 min. 30 sec. West a distance of 131.07 feet to a point; thence 2.) North 27 deg. 18 min. 17 sec. West a distance of 133.99 feet to a point; thence 3.) northerly along a curve to the right having a radius of 141.00 feet, length of 169.03 and chord of North 07 deg. 02 min. 18 sec. East, 159.09 feet to a point; and 4.) North 40 deg. 58 min. 32 sec. East a distance of 5.00 feet to the point of beginning.

Lisa Dell, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
STEWART-VAL

Method Returned : FILE CABINET

First DEBTOR

1970 W FAYETTE LLC

First SECURED PARTY

TOMPKINS TRUST COMPANY

Index Type : Ucc

File Num : 2021-00001292

Type of Instrument : Ucc1

Type of Transaction : Ucc Liens

Recording Fee: \$40.00

Recording Pages : 8

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) : 12/08/2021

At (Recorded Time) : 10:32:53 AM



Doc ID - 045918960008

Lisa Dell, County Clerk



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Timothy Doolittle, Esq.
Wladis Law Firm, P.C.
6312 Fly Road
East Syracuse, New York 13057

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME						
1970 W. Fayette, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
208 N. Manlius Street			Fayetteville	NY	13066	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
Not Applicable		Limited Liability Co	New York	<input checked="" type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
City of Syracuse Industrial Development Agency						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
201 East Washington Street, 6th Floor			Syracuse	NY	13202	USA
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		
Not Applicable		Public Benefit Corp		<input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME						
Tompkins Trust Company						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
118 East Seneca Street			Ithaca	NY	14850	USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
OR 1970 W. Fayette, LLC		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
11d. <u>SEE INSTRUCTIONS</u> Not Applicable		ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
				11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR				
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

See Schedule A attached hereto and made a part hereof.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction — effective 30 years
- Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT A
(COLLATERAL DESCRIPTION)

All of Debtor's estate, right, title, interest, claim or demand of any nature whatsoever, either in law or in equity, in possession or expectancy, in, to and under any and all of the following, whether now owned or hereafter created, held or acquired, whether or not situated in easements; and proceeds thereof, substitutions and replacements therefor, additions thereto, and changes therein (each and collectively, the "Mortgaged Property") related to that plot, piece or parcel of land described in Schedule A attached hereto (the "Premises"),

- (a) all structures, buildings, improvements, apparatus, appurtenances, leasehold improvements, fittings, machinery, equipment, and fixtures located or erected on, forming part of, necessary or useful for current or future occupancy and operation of, or attached in any manner to the Premises, and plans and specifications relative to the construction or operation of any of them (each and collectively, the "Improvements"),
- (b) all easements, rights of way, streets, alleys, passages, vaults, sewer and water rights, powers, party-wall agreements, access rights, development rights, zoning rights, air rights or similar or comparable rights of any nature whatsoever now or hereafter appurtenant to the Premises or now or hereafter transferred to the Premises, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Mortgaged Property;
- (c) all articles of personal property and fixtures of every kind in which Debtor has an interest, now or hereafter attached to, located at, in or on, or used or useful in connection with the Premises or Improvements, including heating, plumbing, air conditioning, refrigeration, sprinkler, electrical, security, communications, signal, transmission, power generation, disposal, sewer, water, irrigation and other systems and fixtures; motors and cranes; kitchen and other appliances; window hardware, screens and coverings; landscaping and fences; paneling, cabinetry, shelving, and storage systems; incinerators; tanks and vats; building equipment, materials and supplies of any nature (whether stored on or off site); landscaping; and floor and wall coverings;
- (d) all general intangibles (including as such term is defined in the UCC) in any way relating to the Premises or the Improvements and in which Debtor has any interest, including all consents, certificates, authorizations, variances, waivers, licenses, certificates of occupancy, permits and approvals from any governmental authority relating to the Premises or the construction of any Improvements, development rights or credits, licenses, trade names, goodwill and all books and records relating to the Premises or the business operated or to be operated on the Premises;
- (e) all agreements now or hereafter entered into for the sale, leasing, brokerage, development, management, maintenance, design, construction, equipping, financing, or operation of the Premises or Improvements (including any warranty, construction, marketing, engineering, architectural or purchase contracts or agreements), including all moneys due and to become due thereunder and all cash or securities deposited thereunder; all options and agreements with respect to any additional real property for the use or development of the Premises or construction or use of the Improvements; and all rights under and benefits of subordination, non-disturbance and attornment agreements;
- (f) all crops growing or to be grown and all standing timber upon the Premises (in each case including after severance from the Premises), and all as extracted collateral (as defined in

the UCC), minerals, oil, gas and similar rights, all of which shall be deemed part of the collateral;

- (g) all leases, subleases, lettings, licenses and other uses and occupancies of the Premises or Improvements now existing or hereafter entered into, together with the rents, issues, income and profits thereof including insurance covering business interruption or interruption of rental payments under any leases or any part thereof, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such, and all guaranties of the obligations of the tenants, subtenants, lessees, licensees, users or occupants thereunder, all including as more particularly described in, and subject to the provisions of, Section 13;
- (h) escrows, deposits, reserves, holdbacks or funds, however characterized, chattel paper, accounts, deposit accounts, letter of credit rights, documents, inventory and instruments (as such terms are defined in the UCC), all as related to the Mortgaged Property, including all of Debtor's operating accounts with respect to the Premises and the Improvements, and all other moneys or obligations which are deposited or required to be deposited with, or are held or are required to be held by or on behalf of Secured Party in trust under or pursuant to any provision of this Mortgage, [the Building Loan Contract or the Loan Agreement]
- (i) and rights in insurance policies insuring the Mortgaged Property or title thereto (whether or not required by Secured Party), including all proceeds thereof, the right to receive and apply them, and any unearned premiums thereon;
- (j) all awards, payments, and judgments or settlements made in lieu thereof, interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property, including from the exercise of the right of eminent domain or any transfer made in lieu of the exercise of said right, or for any other injury to or decrease in the value of the Mortgaged Property;
- (k) all refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Premises and Improvements as a result of tax certiorari or any applications or proceedings for reduction, and all tax certiori claims and proceeds with respect to the Premises and Improvements;
- (l) the right, in the name and on behalf of Debtor to appear in and defend any action or proceeding brought with respect to the Mortgaged Property to protect the interest of Secured Party therein and to commence any action or proceeding to protect the interest of Secured Party in the Mortgaged Property;
- (m) all proceeds of the conversion, voluntary or involuntary, or any of the foregoing into cash or liquidated claims; and
- (n) all right, title and interest of Debtor in and to all extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the Mortgaged Property hereafter acquired by, or released to, Debtor, or constructed, assembled or placed on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be (in each such case, without any further mortgage, conveyance, assignment or other act by Debtor or Secured Party).

1970 W. Fayette, LLC

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga, State of New York, being part of Lot 1 Block 27 in the former Village of Geddes and a piece of abandoned canal land conveyed to R. Nelson Gere, all of said land bounded and described as follows: Commencing at a point at the intersection of Bridge and Furnace Streets, running thence southerly along the easterly line of Furnace Street 46-07/100 ft.; thence northeasterly and at right angles to Furnace Street to the enlarged Erie Canal; thence westerly along the south line of the Erie Canal to Bridge St.; thence southerly along the easterly line of Bridge St. to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF ERIE CANAL LANDS, situate in the City of Syracuse, County of Onondaga and State of New York, and being more particularly described as follows: Beginning at a point in the southerly Blue Line of the former Erie Canal, said point being S. 50° 07' 46" E. measured along said Blue Line a distance of 100.92 feet from its intersection with the westerly line of Harbor Street. Said last mentioned point being also N. 37° 43' 10" E. measured along said westerly street line of Harbor Street a distance of 49.71 feet from a point of deflection in said westerly street line; thence N. 52° 06' 22" E. a distance of 17.53 feet to a point; thence S. 51° 36' 15" E. a distance of 48.57 feet to a point; thence S. 76° 39' 33" E. a distance of 14.53 feet to a point; thence S. 52° 02' 25" E. a distance of 82.78 feet to a point; thence S. 53° 26' 12" W. a distance of 28.42 feet to a point in the said southerly Blue Line of said Former Erie Canal; then N. 50° 07' 45" W. along said southerly Blue Line a distance of 141.42 feet to the place of beginning.

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ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being part of Block 27 of the former Village of Geddes, bounded and described as follows: Beginning at a point in the southerly line of lands of the party of the second part, 186.07 feet from the intersection of the easterly line of West Fayette Street with the southerly line of St. Marks Avenue, as measured on the following courses and distances: S. $36^{\circ} 38' 30''$ E. along the easterly line of West Fayette Street, 46.7 feet, and N. $53^{\circ} 21' 30''$ E. along the southerly line of the lands of the party of the second part, 140 feet; running thence S. $36^{\circ} 38' 30''$ E. a distance of 24.0 feet, thence N. $53^{\circ} 21' 30''$ E. a distance of 69.16 feet to the westerly line of Erie Boulevard West, thence N. $47^{\circ} 37' 34''$ W. along the westerly line of Erie Boulevard West, a distance of 24.45 feet to the southerly line of lands of party of the second part, thence S. $53^{\circ} 21' 30''$ W. a distance of 64.5 feet to the place of beginning.

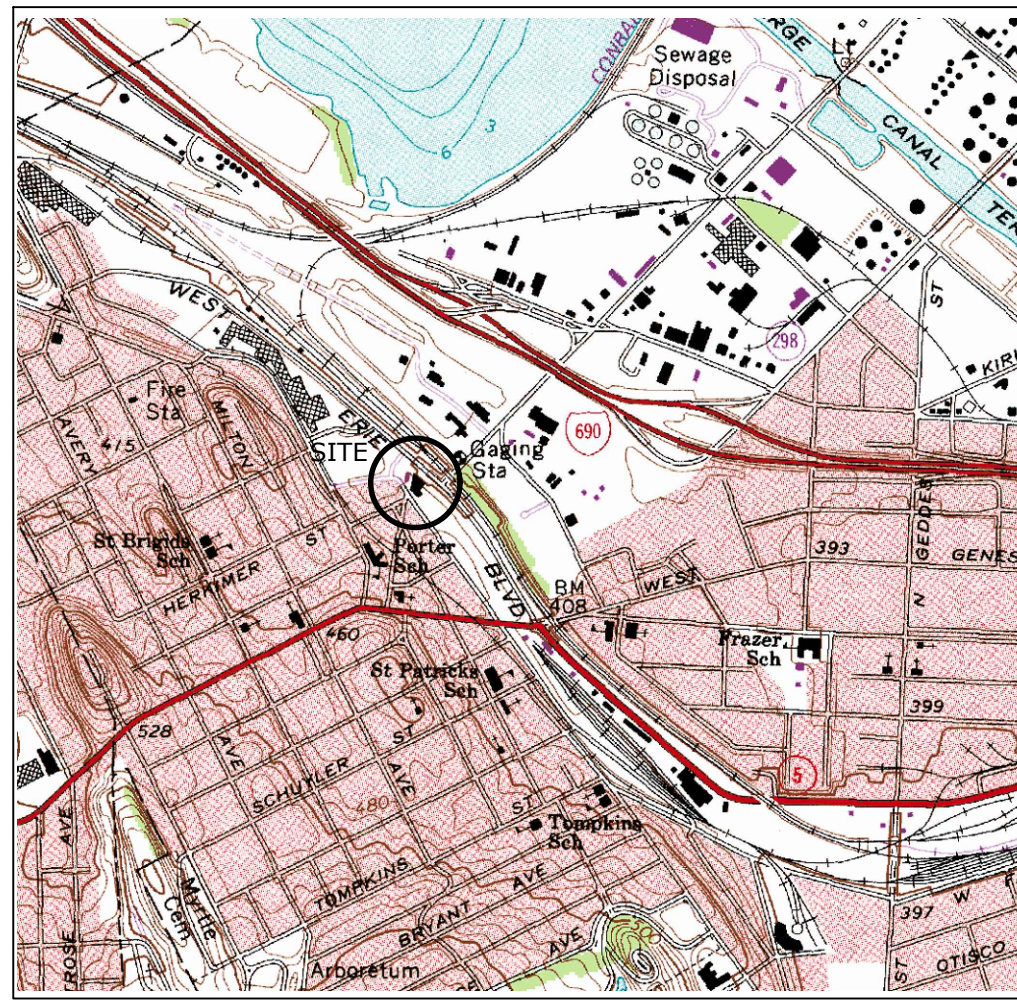
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Location Map - U.S.G.S. Quadrangle - Syracuse West

Miscellaneous Notes

- 1) NORTH ORIENTATION IS BASED ON GRID NORTH PER RTK GPS OBSERVATION. RECORD BEARINGS WILL BE SHOWN IN PARENTHESES FOR TITLE COMPARISON.
2) VERTICAL DATUM IS BASED ON NAVD 1988 DATUM FROM RTK GPS OBSERVATIONS.
3) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY C. T. MALE ASSOCIATES ENGINEERING, SURVEYING ARCHITECTURE, LANDSCAPE ARCHITECTURE & GEOLOGY, D.P.C., TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY, AND TITLES, REFERENCE IS MADE TO A TITLE COMMITMENT BY STEWART TITLE INSURANCE COMPANY, TITLE No. 76115333, EFFECTIVE DATE OF JULY 20, 2020. THIS SURVEY IS SUBJECT TO ALL EASEMENTS, COVENANTS, AND RESTRICTIONS AS RECITED THEREIN AND IS FURTHER SUBJECT TO ANY FINDINGS OR TRANSACTIONS REVEALED OR CONDUCTED FROM THE DATE OF SAID CONTRIBUTION TO THE PRESENT.
4) UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM DATA OBTAINED BY FIELD SURVEY, PREVIOUS MAPS AND RECORDS, (AND PAROLE TESTIMONY), THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHER UNDERGROUND UTILITIES, THE EXISTENCE OF WHICH ARE NOT KNOWN TO THE UNDERSIGNED. SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES MUST BE VERIFIED BY THE APPROPRIATE AUTHORITIES PRIOR TO ANY CONSTRUCTION.
5) FIELD WORK PERFORMED BETWEEN JULY 15-30, 2020.
6) PARCEL LIES IN "ZONE" Y (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) COMMUNITY PANEL MAP NUMBER 36067C0216F, EFFECTIVE DATE OF NOV. 4, 2016.
7) THERE ARE NO STRIPED PARKING SPACES VISIBLE ON SUBJECT PARCEL.
8) NO DIVISIONS OR PARTY WALLS ARE FOUND ON SITE.
9) NO OBSERVED CEMETERIES WITHIN 100' OF SURVEYED PARCEL.
10) NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR ADDITIONS WERE FOUND.
11) NO EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL WAS NOTED.
12) NO PROPOSED CHANGES TO STREET RIGHT OF WAY OR RECENT REPAIRS TO STREETS WERE FOUND. ERIE BOULEVARD WEST AND WEST FAYETTE STREET ARE PUBLIC HIGHWAYS.
13) NO WETLAND AREAS WERE OBSERVED IN FIELD AND NO WETLAND DELINEATION WAS FOUND IN FIELD.
14) BOUNDARY LINE DIMENSIONS AS SHOWN ON THE SURVEY FORM A MATHEMATICALLY CLOSED FIGURE WITH A CLOSURE ERROR OF LESS THAN 0.1 FOOT +/- .
15) SITE HAS LEGAL ACCESS TO ERIE BOULEVARD WEST AND WEST FAYETTE STREET WHICH ARE PUBLIC HIGHWAYS. SITE HAS CURB CUTS ON ERIE BOULEVARD WEST AND WEST FAYETTE STREET.
16) PARCEL IS AT THE INTERSECTION OF ERIE BOULEVARD WEST AND WEST FAYETTE STREET.

Schedule A - Legal Description (Commitment No.: 76115333)

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga, State of New York, being part of Lot 1 Block 27 in the former Village of Geddes and a piece of abandoned canal land conveyed to R. Nelson King, all of said land bounded as follows: BEGINNING at a point in the southerly line of Erie Boulevard West and the westerly line of Harbor Street; thence southerly along the easterly line of Harbor Street 46-07/100 Ft.; thence northeasterly and at right angles to Furnace Street to the easterly line of Erie Canal; thence westerly along the south line of the Erie Canal to Bridge St.; thence southerly along the easterly line of Bridge St. to the place of beginning.
ALSO, ALL THAT TRACT OR PARCEL OF ERIE CANAL LANDS, situate in the City of Syracuse, County of Onondaga and State of New York, and being more particularly described as follows: BEGINNING at a point in the southerly Blue Line of the former Erie Canal; said point being S. 50° 07' 40" E., measured along said Blue Line a distance of 100.92 feet from its intersection with the westerly line of Harbor Street. Said last mentioned point being also N. 37° 43' 10" E. measured along said westerly street line of Harbor Street a distance of 49.72 feet from a point of deflection in said westerly street line; thence N. 52° 06' 22" E., a distance of 17.53 feet to a point; thence S. 51° 30' 15" E., a distance of 48.57 feet to a point; thence S. 76° 39' 33" E., a distance of 14.53 feet to a point; thence S. 52° 02' 25" E., a distance of 62.78 feet to a point; thence S. 53° 26' 12" W., a distance of 28.42 feet to a point in the said southerly Blue Line of said former Erie Canal; then N. 50° 07' 45" W., along said southerly Blue Line a distance of 141.42 feet to the place of beginning.
ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being a portion of St. Marks Avenue in said City and being more particularly bounded and described as follows: BEGINNING at the intersection of the present northeasterly line of West Fayette Street with the present easterly line of St. Marks Avenue, which is also a corner of the premises now or formerly owned by Claire U. Haverly, recorded in Book 1037 of Deeds at page 534 & c, thence N. 27° 18' 17" W., 133.99 feet to a point; thence northerly, along a curve to the right, said curve having a radius of 141.0 feet a distance of 169.03 feet to a point of tangency; thence N. 40° 58' 33" E., a distance of 51.0 feet to its intersection with the present southeasterly line of Erie Boulevard West; thence S. 46° 27' 00" E., along said southeasterly line of Erie Boulevard West, a distance of 157.18 feet to its intersection with said easterly line of St. Marks Avenue, which point is also a northeasterly corner of property now or formerly owned by Claire U. Haverly; thence S. 52° 06' 22" W., along said easterly line of St. Marks Avenue, a distance of 67.85 feet to an angle point in said line; thence S. 9° 18' 10" W., along said easterly line of St. Marks Avenue, a distance of 132.0 feet; said last two courses are also the northerly and westerly lines of the property now or formerly owned by Claire U. Haverly to the place of beginning.
ALSO, ALL THAT TRACT OR PARCEL OF LAND located in the City of Syracuse, County of Onondaga and State of New York, described as follows: BEGINNING at a point in the southerly line of Erie Boulevard West, said point being 118.06 feet easterly measured along the southerly line of Erie Boulevard West from the point of intersection of the southerly line of Erie Boulevard West and the westerly line of Harbor Street; thence southerly 52° 06' 22" west 50.32 feet to a point; said point being the northeasterly corner of lands conveyed to Syracuse Trust Company by City of Syracuse dated June 19, 1942 and recorded in Onondaga County Clerk's Office on or about September 30, 1942; thence south 51° 36' 15" east 48.57 feet; thence south 76° 39' 33" east 14.53 feet; thence south 52° 02' 25" east 62.72 feet along the northerly line of lands conveyed to Syracuse Trust Company; thence north 53° 26' 12" east 33.42 feet to the southerly line of Erie Boulevard West; thence north 47° 37' 34" west along the south line of Erie Boulevard West 141.68 feet to the place of beginning.
ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being part of Block 27 of the former Village of Geddes, bounded and described as follows: BEGINNING at a point in the southerly line of lands of the party of the second part, 186.07 feet from the intersection of the easterly line of West Fayette Street with the southerly line of St. Marks Avenue, as measured on the following courses and distances: S. 36° 38' 30" E. along the easterly line of West Fayette Street, 46.7 feet, and N. 53° 21' 30" E. along the southerly line of the lands of the party of the second part, 140 feet; thence S. 36° 38' 30" E., a distance of 24.0 feet; thence N. 53° 21' 30" E., a distance of 69.16 feet to the westerly line of Erie Boulevard West, thence N. 47° 37' 34" W. along the westerly line of Erie Boulevard West, a distance of 24.45 feet to the southerly line of lands of party of the second part, thence S. 52° 21' 30" W., a distance of 64.5 feet to the place of beginning.
ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York and being Lot No. 27356 according to a Resubdivision Final Plan Map of Lot 27354 into new Lots 27355 & 27356 prepared by Cottrell Land Surveyors, P.C., dated February 9, 2011, last revised April 25, 2011 and filed in the Onondaga County Clerk's Office on June 15, 2011 as Map No. 11381.

The subject property lies within flood zone "X" as plotted on FEMA Firm Map Community Panel 36067C0216F dated November 4, 2016 and, based thereon except as specially noted on the survey, no part of the subject property lies within any area designated as "flood prone area," "special flood hazard area" or "100-year flood plain by the Federal Emergency Management Agency, the United States Army Corps of Engineers, the U.S. Department of Housing and Urban Development, the State of New York, City of Syracuse and County of Onondaga or any other governmental agency or authority having jurisdiction over the subject property nor is any portion of the subject property located within any lake or any creek, stream, river or other watercourse required to be undisturbed by an appropriate governmental agency or authority.

Reference Maps

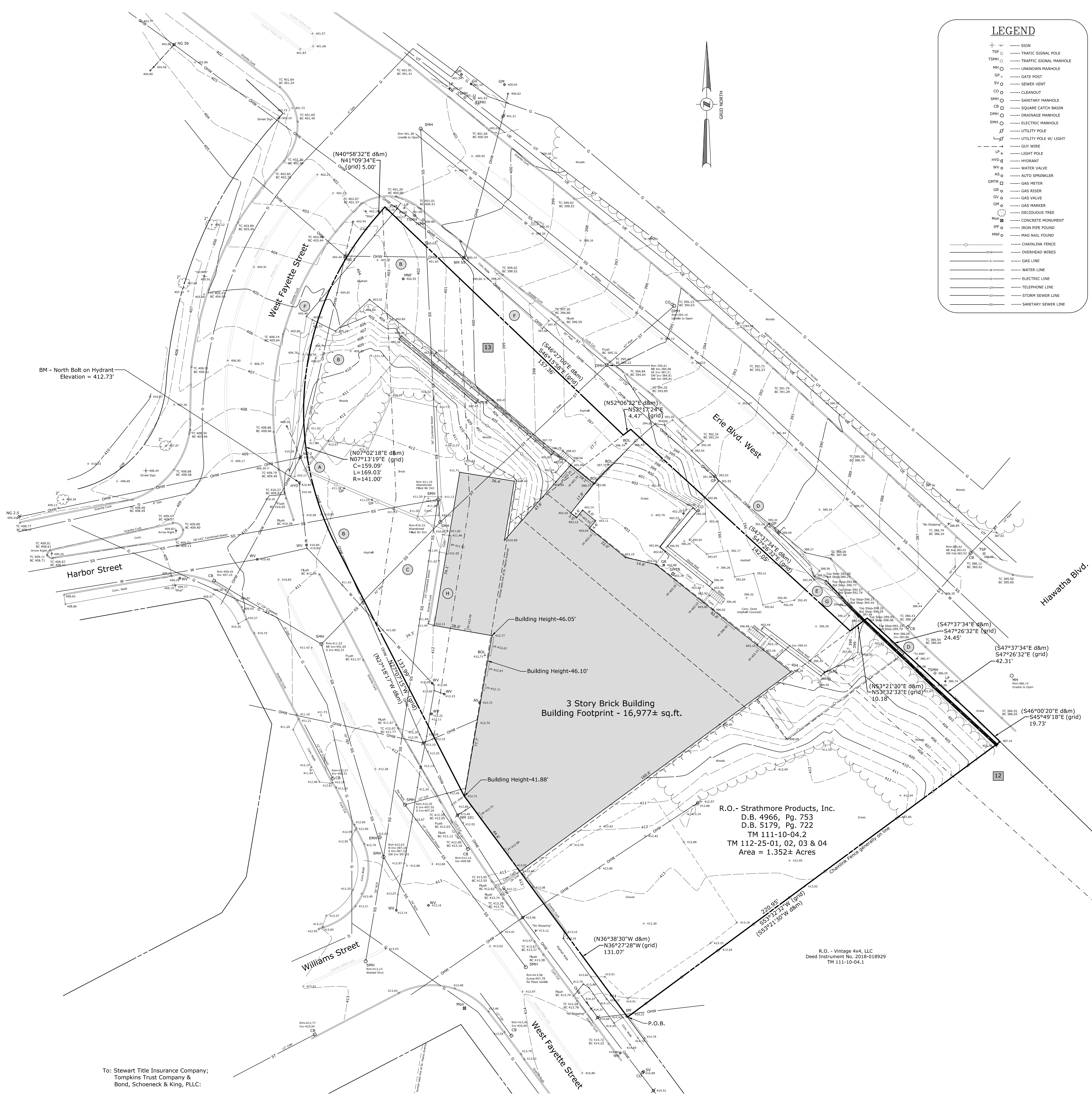
- 1.) RESUBDIVISION - RASSELAS PLAZA PREPARED BY JACK W. COTTRILL, L.S. DATED NOVEMBER 1, 1977 AND RECORDED IN THE ONONDAGA COUNTY CLERK'S OFFICE AS FILED MAP No. 5719.
2.) RESUBDIVISION OF LOTS 2735 & 2735 OF BLOCKS 27 & 35 PREPARED BY COTTRILL LAND SURVEYORS, P.C. DATED NOVEMBER 1, 1977, REVISED 8/31/2007 AND RECORDED IN THE ONONDAGA COUNTY CLERK'S OFFICE AS FILED MAP No. 10750.
3.) RESUBDIVISION OF LOTS 27354 - FILED MAP 5719 INTO NEW LOTS 27355 & 27356 PREPARED BY COTTRILL LAND SURVEYORS, P.C. DATED 11/10/2004, LAST REVISED 04/25/2011 AND RECORDED IN THE ONONDAGA COUNTY CLERK'S OFFICE AS FILED MAP No. 11381.

Notes to Title Commitment No. 76115333

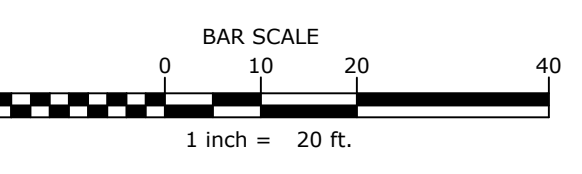
- 12. Perpetual Easement acquired by Syracuse Grade Crossing Commission from Onondaga County Trust Co. by Order dated December 24, 1947 and filed in the Onondaga County Clerk's Office on December 30, 1947, Case No. 10378. (Plotted)
13. Permanent Easement reserved by the City of Syracuse in a deed made by the City of Syracuse to Estate of Harold S. Burr dated January 6, 1978 and recorded January 3, 1978 in the Onondaga County Clerk's Office in Book 2572 of Deeds at page 422. (Plotted)
14. Right of Way and Easement granted by Robert V. Hunter and First Trust & Deposit Company, Trustees of Rasselas Trust, u/s/ dtd March 24, 1976, to Niagara Mohawk Power Corporation and New York Telephone Company dated October 21, 1976 and recorded October 25, 1976 in the Onondaga County Clerk's Office in Book 2593 of Deeds at page 339. (Unable to plot - deed refers to sketch not provided. Would affect southeasterly half of property - utilities not apparent in field)
15. Permanent Easements acquired by AT&T pursuant to Notice of Supplemental Final Order and Judgment dated May 20, 2009 and recorded October 13, 2009 in the Onondaga County Clerk's Office in Book 5103 of Deeds at page 529. (Unable to plot - appears to affect northerly portion of property being the former Erie Canal lands)
16. Easement Deed by Court Order in Settlement of Landowner Action granted by Strathmore Products Inc. to Level 3 Communications, LLC, dated November 21, 2012 and recorded February 13, 2013 in the Onondaga County Clerk's Office in Book 5229 of Deeds at page 418. (Unable to plot - Affect TM 111-10-04.2 & TM 112-25-02 & 03 - utilities not apparent in field)
17. Covenant and reservation contained in Letters Patent from the People of the State of New York to the City of Syracuse dated March 1, 1924 and recorded April 26, 1924 in the Onondaga County Clerk's Office in Book 537 of Deeds at page 163. (Unable to plot - affects northerly portion of property being the former Erie Canal lands)

Encroachments

- A. Chainlink fence and brick pavement extends into the street right of way.
B. Overhead wires cross over subject property and no recorded easement for lines was provided in title report or abstract.
C. No easement found for sanitary sewer line.
D. Chainlink fence lies within the street right of way.
E. No easement for retaining wall provided.
F. Asphalt pavement encroaches onto street right of way.
G. Concrete dock encroaches onto street right of way.
H. Portions of building lie within the sanitary sewer right of way.



LEGEND
--- SION
--- TRAFFIC SIGNAL POLE
--- TRAFFIC SIGNAL MANHOLE
--- UNKNOWN MANHOLE
--- GATE POST
--- SEWER VENT
--- CLEANOUT
--- SANITARY MANHOLE
--- SQUARE CATCH BASIN
--- DRAINAGE MANHOLE
--- ELECTRIC MANHOLE
--- UTILITY POLE W/ LIGHT
--- GUY WIRE
--- LIGHT POLE
--- HYDRANT
--- WATER VALVE
--- AUTO SPRINKLER
--- GAS METER
--- GAS KESER
--- GAS VALVE
--- GAS MARKER
--- DECIDUOUS TREE
--- CONCRETE MONUMENT
--- IRON PIPE FOUND
--- MAG NAIL FOUND
--- CHAINLINK FENCE
--- OVERHEAD WIRES
--- GAS LINE
--- WATER LINE
--- ELECTRIC LINE
--- TELEPHONE LINE
--- STORM SEWER LINE
--- SANITARY SEWER LINE



ONLY COPIES OF THIS MAP SIGNED IN RED INK AND EMBOSSED WITH THE SEAL OF AN OFFICER OF C.T. MALE ASSOCIATES, OR A DESIGNATED REPRESENTATIVE SHALL BE CONSIDERED TO BE A VALID TRUE COPY.

To: Stewart Title Insurance Company; Tompkins Trust Company & Bond, Schoeneck & King, PLLC.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2016 and includes Item 1, 2, 3, 4, 5, 7(a), 7(b), 8, 9, 10, 11, 13, 14 and 1621 in Table A thereof. The field work was completed on July 30, 2020.

DATE OF MAP: October 5, 2020
SIGNED: David M. Sliksi, P.L.S. Registration No. - NY 50105 - expires 2/28/2021

Table with columns: DATE, REVISIONS RECORD/DESCRIPTION, DRAFTER, CHECK, APPR., UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF THE EDO AND STATE EDUCATION LAW. Includes a signature block for David M. Sliksi, P.L.S. No. 50105.

ALTA/NSPS LAND TITLE SURVEY FOR THE LANDS NOW OR FORMERLY OF STRATHMORE PRODUCTS, INC. 1499, 1501 & 1515 ERIE BOULEVARD WEST. Includes project details, date (SEPT. 24, 2020), and contact information for C.T. MALE ASSOCIATES.

**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 **1970 W. FAYETTE, LLC** (the "**Company**") consisting of: (A)(i) the acquisition of an interest in approximately 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0), 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.-25-01.0) and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be re-subdivided into one parcel (collectively, the "**Land**"); (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land ("**Building 1**") for commercial use consisting of: (a) approximately 6,222 sq. ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq. ft. of restaurant space, approximately 600 sq. ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq. ft. of office space, approximately 4,000 sq. ft. for a dental office and brain center and approximately 720 sq. ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq. ft. building located on the Land ("**Building 2**" and together with Building 1, the "**Buildings**") to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the "**Facility**"); (v) 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 February 1, 2017 (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, construction and equipping 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 proof of mailing of notice thereof pursuant to Section 859-a of the Act 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 classifying the Project as an Unlisted Action pursuant to SEQRA, declaring the Agency lead agency for purposes of an uncoordinated review thereunder and determining that the Project 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 and equipping of the Project, appointing the Company as agent of the Agency for the purpose of the acquisition, reconstruction, renovation and equipping 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**”) and remained in full force and effect and has not been rescinded, repealed or modified. A copy of the PILOT Inducement 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 an amended 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 October 19, 2021 (the “**Amended PILOT Resolution**”). A copy of the Amended PILOT Resolution is attached hereto to **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.

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 SEQRA Resolution, the Inducement Resolution, the PILOT Resolution, the Final Approving Resolution, the Project Agreement, the Company Lease, the Agency Lease, the PILOT Agreement 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. November 30, 2021 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, reconstruction, renovation, equipping and completion of the Project Facility and to authorize the Company to appoint additional agents;

(d) that the Project will promote employment opportunities and help prevent economic deterioration in the City by the creation of 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 Judith DeLaney, 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 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.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS, as of the 1st day of November, 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. 11th

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

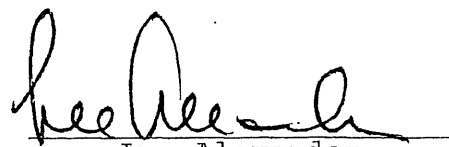
FILED JUL 20 1979

Bill P. Peterson

Secretary of State

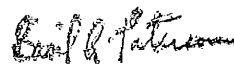
The Syracuse Industrial Development Agency, in combination with, and utilizing these and other resources, will greatly enhance the City's ability to compete for, and successfully attract, the commercial and industrial enterprises necessary for continued economic health and growth.

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

Brendan C. Hughes
Executive Deputy Secretary of State





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.

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

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.



A handwritten signature in black ink, appearing to read "B. Fitzgerald", written over a horizontal line.

Brendan Fitzgerald
Executive Deputy Secretary of State



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:

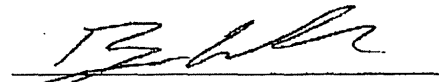
Mr. Steven P. Thompson - Member/Vice Chair

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

STATE OF NEW YORK
DEPARTMENT OF STATE

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WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
April 10, 2018.



A handwritten signature in black ink, appearing to read "B. Fitzgerald", is written over a horizontal line.

Brendan Fitzgerald
Executive Deputy Secretary of State



FILED
STATE RECORDS

OFFICE OF THE MAYOR

JAN 29 2018

Ben Walsh, Mayor

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:

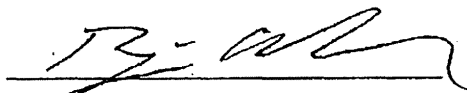
Mr. Rickey Brown - Member/Secretary

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

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



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.

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

A handwritten signature of Ben Walsh in black ink, written over a horizontal line.

Ben Walsh
Mayor

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



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.

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Office 315 448 8005
Fax 315 448 8067

www.syr.gov.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 (1) (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

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 Steve Thompson and seconded by Kenneth Kinsey:

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 11, 2021 (the “*Application*”), 1970 W. Fayette, 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 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0, 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.25-01.0 and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be resubdivided into one parcel (collectively, the “*Land*”); , (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land (“*Building 1*”) for commercial use consisting of: (a) approximately 6,222 sq.ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq.ft. of restaurant space, approximately 600 sq.ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq.ft. of office space, approximately 4,000 sq.ft. for a dental office and brain center and approximately 720 sq.ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq.ft. building located on the Land (“*Building 2*” and together with Building 1, the “*Buildings*”) to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the “*Facility*”); (v) 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 constitutes a “project” within the meaning of the Act;
- (B) The Project is located in a “Highly Distressed Area” as defined in Section 854(18) of the Act.
- (C) 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:

	<u>AYE</u>	<u>NAY</u>
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Rickey T. Brown	X	
Dirk Sonneborn	X	

The foregoing Resolution was thereupon declared duly adopted.

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

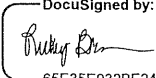
I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “Agency”) held on May 18, 2021, with the original thereof on file 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:

65E35E0328E24D0

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.

1970 W. Fayette, 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 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0), 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.25-01.0 and 1950 West Fayette Street (Tax Map No. 111.-10-04.2), which parcels will be resubdivided into one parcel (collectively, the "Land"); (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land ("Building 1") for commercial use consisting of: (a) approximately 6,222 sq.ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq.ft. of restaurant space, approximately 600 sq.ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq.ft. of office space, approximately 4,000 sq.ft. for a dental office and brain center and approximately 720 sq.ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq.ft. building located on the Land ("Building 2" and together with Building 1, the "Buildings") to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the "Facility"); (v) 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 EMAIL¹

[bwalsh@syr.gov.net](mailto:bwalsh@syr.gov)

Honorable Benjamin Walsh
Mayor, City of Syracuse
City Hall
233 East Washington Street
Syracuse, New York 13202

VIA EMAIL¹

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”)
1970 W. Fayette LLC Project

Dear Mayor and County Executive:

Enclosed please find a Notice of Public Hearing in relation to the above-referenced project requested by 1970 W. Fayette, 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 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0, 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.25-01.0 and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be resubdivided into one parcel (collectively, the “**Land**”); , (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land (“**Building I**”) for commercial use consisting of: (a) approximately 6,222 sq.ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq.ft. of restaurant space, approximately 600 sq.ft. for a hair salon and approximately 4,778 of additional commercial

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.



Honorable Benjamin Walsh
Honorable J. Ryan McMahon, II
June 1, 2021
Page 2

space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq.ft. of office space, approximately 4,000 sq.ft. for a dental office and brain center and approximately 720 sq.ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq.ft. building located on the Land ("**Building 2**" and together with Building 1, the "**Buildings**") to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the "**Facility**"); (v) 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)

McRobbie, Lori L.

From: McRobbie, Lori L.
Sent: Tuesday, June 1, 2021 9:29 AM
To: bwalsh@syr.gov.net; RyanMcMahon@ongov.net
Cc: Susan R. Katzoff Esq. (skatzoff@bhlawpllc.com); Judith A. DeLaney - City of Syracuse
Economic Development Office (jdelaney@syr.gov.net)
Subject: City of Syracuse IDA/1970 W. Fayette LLC - public hearing
Attachments: 1970 W. Fayette LLC- letter regarding public hearing.pdf

Attached please find correspondence from Susan Katzoff regarding notice of the June 15, 2021, 8:00 a.m. public hearing.

Thank you.

Lori L. McRobbie | Paralegal
BOUSQUET HOLSTEIN PLLC

110 West Fayette Street | One Lincoln Center, Suite 1000 | Syracuse, New York 13202-1190
Tel: 315.701.6455 | Fax: 315.410.1559 | Email: LMcRobbie@BHLAWPLLC.com | www.BHLAWPLLC.com



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THE POST-STANDARD

LEGAL AFFIDAVIT

INV#: 0009997381

ADVANCE

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NYup.com

BOUSQUET HOLSTEIN PLLC
KAREN KELLER
110 W FAYETTE ST STE 1000
SYRACUSE, NY 13202

Name: BOUSQUET HOLSTEIN PLLC

Sales Rep: Pamela Gallagher

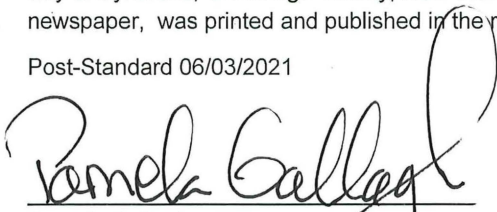
Account Number: 12145

INV#: 0009997381

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.00048	1 x 240.00 CL

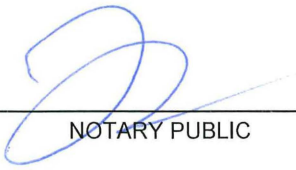
State of New York, County of Onondaga ss. Pamela Gallagher, of the City of Syracuse, in said County, being duly sworn, doth depose and says: this person is the Principal Clerk in the office of THE POST-STANDARD, a public newspaper, published in the City of Syracuse, Onondaga County, New York and that 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

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.00048	1 x 240.00 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

be read into the record of the public hearing. Minutes of the Public Hearing will be transcribed and posted on the Agency's website. 1970 W. Fayette, 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 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0), 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.25-01.0 and 1950 West Fayette Street (Tax Map No. 111.-10-04.2), which parcels will be resubdivided into one parcel (collectively, the "Land"); (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land ("Building 1") for commercial use consisting of: (a) approximately 6,222 sq.ft. to be occupied by a food cop/grocery with warehousing and distribution, approximately 3,000 sq.ft. of restaurant space, approximately 600 sq.ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq.ft. of office space, approximately 4,000 sq.ft. for a dental office and brain center and approximately 720 sq.ft. of additional commercial space all located on the second floor; and (c) approximately

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pany 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

EXHIBIT "F"

SEQRA RESOLUTION

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 Steven Thompson and seconded by Kenneth Kinsey:

RESOLUTION CLASSIFYING A CERTAIN PROJECT AS AN UNLISTED ACTION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, DECLARING THE AGENCY LEAD AGENCY FOR PURPOSES OF AN UNCOORDINATED REVIEW THEREUNDER AND DETERMINING THAT THE ACTION 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, by application dated on or about May 14, 2021 (the "**Application**"), 1970 W. Fayette, 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 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0, 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.25-01.0 and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be resubdivided into one parcel (collectively, the "**Land**"); , (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land ("**Building 1**") for commercial use consisting of: (a) approximately 6,222 sq.ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq.ft. of restaurant space, approximately 600 sq.ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq.ft. of office space, approximately 4,000 sq.ft. for a dental office and brain center and approximately 720 sq.ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq.ft. building located on the Land ("**Building 2**" and together with Building 1, the "**Buildings**") to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the "**Facility**"); (v) 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 defined by SEQRA) to be taken by the Agency and the Project constitutes such an action; and

WHEREAS, to aid the Agency in determining whether the action described above may have a significant adverse impact upon the environment, a Short Environmental Assessment Form (the "**EAF**") was prepared by the Company, a copy of which is on file at the office of the

Agency; and

WHEREAS, the Agency has examined and reviewed the EAF in order to classify the action and make a determination as to the potential significance of the action pursuant to SEQRA; and

WHEREAS, the Agency has also examined and reviewed the affirmations and analysis made by the Company classifying the action; 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 materials provided by the Company to the Agency in furtherance of the Project, including, but not limited to, that certain written correspondence provided by the Company's counsel to the Agency, dated June 10, 2021, setting forth the Company's analysis, description, and scope of the Project, which analysis unequivocally affirms that the Project should be classified as an "Unlisted Action" (as said quoted term is defined in SEQRA, 6 NYCRR 617.2), the criteria contained in 6 NYCRR §617.7(c), and based further upon the Agency's knowledge of the action, and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings and determinations pursuant to SEQRA:

(a) The action constitutes an "Unlisted Action" (as said quoted term is defined in SEQRA);

(b) The Agency declares itself "Lead Agency" (as said quoted term is defined in SEQRA) with respect to an uncoordinated review pursuant to SEQRA; and

(c) The action will not have a significant adverse effect on the environment, and the Agency hereby issues a negative declaration pursuant to SEQRA, attached hereto as *Exhibit A*, which shall be filed in the office of the Agency in a file that is readily accessible to the public.

(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 of the Agency is hereby authorized and directed to distribute copies of this Resolution and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

(4) The Agency hereby authorizes Agency staff to take all further actions deemed necessary and appropriate to fulfill the Agency's responsibilities under SEQRA.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Rickey T. Brown	X	
Dirk Sonneborn	X	

The foregoing resolution was thereupon declared duly adopted.

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

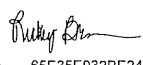
I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “Agency”) held on June 15, 2021, with the original thereof on file 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:

85E36E032BE24D9...

Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "A"

PARTS 2 and 3

Project: 1970 W Fayette Project

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: 1970 W Fayette Project

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The project site is located in or adjacent to an area designated as sensitive for archaeological sites NYS Historic Preservation Office (SHPO).

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

City of Syracuse Industrial Development Agency
Name of Lead Agency

06/15/2021
Date

Judith DeLaney
Print or Type Name of Responsible Officer in Lead Agency

Executive Director
DocuSigned by:
Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Judy DeLaney
C938C8B871BA42A...
Signature of Preparer (if different from Responsible Officer)

PRINT FORM

EXHIBIT "G"

INDUCEMENT RESOLUTION

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 Steven Thompson 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 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 14, 2021 (the "**Application**"), 1970 W. Fayette, 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 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0, 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.25-01.0 and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be resubdivided into one parcel (collectively, the "**Land**"); , (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land ("**Building 1**") for commercial use consisting of: (a) approximately 6,222 sq.ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq.ft. of restaurant space, approximately 600 sq.ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq.ft. of office space, approximately 4,000 sq.ft. for a dental office and brain center and approximately 720 sq.ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq.ft. building located on the Land ("**Building 2**" and together with Building 1, the "**Buildings**") to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the "**Facility**"); (v) 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

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 constitutes an “Unlisted Action” as defined under SEQRA and will not have a significant adverse effect on the environment and issued a negative declaration; 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; 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 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;
- (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 **\$293,518.80**.

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 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:

	<u>AYE</u>	<u>NAY</u>
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Rickey T. Brown	X	
Dirk Sonneborn	X	

The foregoing Resolution was thereupon declared duly adopted.

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:

65E35E032BE24D9...
Rickey T. Brown, Secretary

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 **1970 W. FAYETTE, LLC**, with a mailing address of 208 North Manlius Street, Fayetteville, New York 13066 (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 14, 2021 (the "**Application**"), requested the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0, 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.25-01.0 and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be resubdivided into one parcel (collectively, the "**Land**"); , (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land ("**Building 1**") for commercial use consisting of: (a) approximately 6,222 sq.ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq.ft. of restaurant space, approximately 600 sq.ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq.ft. of office space, approximately 4,000 sq.ft. for a dental office and brain center and approximately 720 sq.ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq.ft. building located on the Land ("**Building 2**" and together with Building 1, the "**Buildings**") to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements,

upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the “**Facility**”); (v) 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

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 **\$293,518.80**.

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.

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 "**SEORA**"), 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:

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 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 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.

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

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 15th day of June, 2021.

**CITY OF SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Judith DeLaney, Executive Director

1970 W. FAYETTE, LLC

By: _____
Name:
Title:

EXHIBIT "H"
PILOT RESOLUTION

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.

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 Steven Thompson 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 with one or more “projects” (as defined in the Act);

WHEREAS, by application dated on or about May 14, 2021 (the “*Application*”), 1970 W. Fayette, 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 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0, 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.25-01.0 and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be resubdivided into one parcel (collectively, the “*Land*”); , (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land (“*Building 1*”) for commercial use consisting of: (a) approximately 6,222 sq.ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq.ft. of restaurant space, approximately 600 sq.ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq.ft. of office space, approximately 4,000 sq.ft. for a dental office and brain center and approximately 720 sq.ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq.ft. building located on the Land (“*Building 2*” and together with Building 1, the “*Buildings*”) to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the “*Facility*”); (v) 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 an “Unlisted 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

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 10-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 ("**UTEF**") 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 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 (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:

	<u>AYE</u>	<u>NAY</u>
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Rickey T. Brown	X	
Dirk Sonneborn	X	

The foregoing Resolution was thereupon declared duly adopted.

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

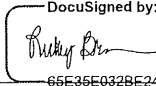
I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the “*Agency*”) held on June 15, 2021, with the original thereof on file 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:

65E35E032BE24D0...
Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "I"
FINAL APPROVING RESOLUTION

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.

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 Kenneth Kinsey and seconded by Rickey T. Brown:

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, 1970 W. Fayette, LLC, or an entity to be formed (the "**Company**"), by application dated May 14, 2021 (the "**Application**"), requested the Agency undertake a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0, 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.25-01.0 and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be resubdivided into one parcel (collectively, the "**Land**"); , (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land ("**Building 1**") for commercial use consisting of: (a) approximately 6,222 sq.ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq.ft. of restaurant space, approximately 600 sq.ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq.ft. of office space, approximately 4,000 sq.ft. for a dental office and brain center and approximately 720 sq.ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq.ft. building located on the Land ("**Building 2**" and together with Building 1, the "**Buildings**") to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the "**Facility**"); (v) 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 June 15, 2021 (the "**SEQRA Resolution**") entitled:

RESOLUTION CLASSIFYING A CERTAIN PROJECT AS AN UNLISTED ACTION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, DECLARING THE AGENCY LEAD AGENCY FOR PURPOSES OF AN UNCOORDINATED REVIEW

THEREUNDER AND DETERMINING THAT THE ACTION 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 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 all of its prior resolutions adopted in conjunction with the Project, including but not limited to the SEQRA Resolution, Inducement Resolution, the PILOT Resolution and all other action with respect to the Project and Financial Assistance taken by the Agency, 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 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;

(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, construction, 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. The Project is located in a “Highly Distressed Area” as defined in Section 854(18) 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.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>
Kathleen Murphy	X	
Steven Thompson	X	
Kenneth Kinsey	X	
Rickey T. Brown	X	
Dirk Sonneborn	X	

The foregoing Resolution was thereupon declared duly adopted.

EXHIBIT "J"

AMENDED PILOT RESOLUTION

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 meeting on the 19th day of October, 2021, at 8:00 a.m., local time, electronically which was made available via Webex at: <https://syrgov.webex.com/syrgov/j.php?MTID=m86256fb4494b5a13bd03c80fd1c20630>; (or by accessing the link on the Agency's website) and using meeting number 2333 181 9569 and password AgfSYdyJ732; or via telephone at (408) 418-9388 with access code: 2333 181 9569, 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., Lori McRobbie and John Vavonese; Others Present: Timothy Lynn, Esq., Christopher Bianchi, Jeremy Thurston, Kevin McAuliffe, Esq., Milan Tyler, Esq., Lindsey Haubenreich, Esq., John Lenio, Scott Dumas, Esty Kohn, Megan Craig, Motty Spitzer, Deli Vargas, Khash Bayani, Phil Gardner, Matt Rayo

The following resolution was offered by Steven Thompson and seconded by Rickey T. Brown:

RESOLUTION APPROVING AN AMENDED PAYMENT IN LIEU OF TAX SCHEDULE AND SCHEDULE COMMENCEMENT DATE FOR A PREVIOUSLY APPROVED PROJECT

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

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:

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Rickey T. Brown, Secretary

(S E A L)

EXHIBIT "J"
AMENDED PILOT RESOLUTION

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, at the request of 1970 W. Fayette, LLC, or an entity to be formed (the "**Company**"), the Agency, by resolutions adopted on June 15, 2021 (collectively, the "Resolutions"), undertook a project (the "**Project**") consisting of: (A)(i) the acquisition of an interest in approximately 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0, 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.25-01.0 and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be resubdivided into one parcel (collectively, the "**Land**"); , (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land ("**Building 1**") for commercial use consisting of: (a) approximately 6,222 sq.ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq.ft. of restaurant space, approximately 600 sq.ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq.ft. of office space, approximately 4,000 sq.ft. for a dental office and brain center and approximately 720 sq.ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq.ft. building located on the Land ("**Building 2**" and together with Building 1, the "**Buildings**") to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the "**Facility**"); (v) 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 environmental review of the Project pursuant to the State Environmental Quality Review Act ("**SEQRA**") and determined that the Project was an “Unlisted Action” that will not have a significant adverse effect on the environment (the "**SEQRA Resolution**"); and

WHEREAS, as part of its authorization, the Agency approved a 10-year payment in lieu of tax schedule, as described on **Exhibit "A"** attached hereto (the "**Original PILOT Schedule**"), and authorized the execution and delivery of a payment in lieu of taxes agreement (the "**PILOT Agreement**") providing for the Original PILOT Schedule; and

WHEREAS, the Agency and the Company have not yet closed on the PILOT Agreement; and

WHEREAS, by letter dated September 30, 2021, the Company requested the Agency agree to delay the implementation of the Original PILOT schedule until the January 1, 2023 taxable status date such that the Company may realize the full benefit of the Financial Assistance provided via the PILOT Agreement (the "**Request**"); and

WHEREAS, as a basis for the Request, the Company noted that removal of the Project from the tax rolls effective as of January 1, 2022 (which would occur in the normal course if the Project closes on its Financial Assistance with the Agency prior to December 31, 2021 as anticipated) would result in the Original PILOT Schedule being in effect and the real property tax portion of the Financial Assistance being used during the construction phase of the Project when the Project is not completed and fully assessed for real property tax purposes. Such a result would diminish the value of the Financial Assistance applied for by the Company and approved by the Agency; and

WHEREAS, the term of the PILOT schedule will not be increased but remain at 10 years in accordance with the Agency's UTEP and the Company will continue to pay 100% of real property taxes on the Project Facility until such time as the PILOT schedule goes into effect as if the Agency had no interest in the Project; and

WHEREAS, attached hereto at Exhibit "B" is an amended payment in lieu of taxes schedule (the "**Amended PILOT Schedule**") which takes into account an annualized 2% increase in the tax rate during the construction period to form the basis of the starting tax rate for the PILOT Schedule; and

WHEREAS, the Amended PILOT Schedule does not require a new public hearing; and

WHEREAS, the Amended PILOT Schedule is in furtherance of the Financial Assistance that was previously approved for the Project, which underwent an environmental review by the Agency pursuant to SEQRA, and the present request for the Amended PILOT Schedule is insubstantial and 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, and the reasons presented by the Company in support of its Request, and subject to compliance with the terms of the Resolutions and the Lease Documents (as defined therein) the Agency hereby

approves the Amended PILOT Schedule, the term of which remains at ten years in accordance with the Agency's UTEP, and the commencement of the Amended PILOT schedule set forth in the PILOT Agreement to start in accordance with the January 1, 2023 taxable status date; and

(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 intent of this Resolution including the Amended PILOT Schedule and 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 Resolutions) 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:

	<u>AYE</u>	<u>NAY</u>
Kathleen Murphy	X	
Steven Thompson	X	
Rickey T. Brown	X	
Kenneth Kinsey	X	
Dirk Sonneborn	X	

The foregoing Resolution was thereupon declared duly adopted.

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 19, 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.

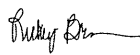
I FURTHER CERTIFY that: (i) all members of the Agency had due notice of such meeting; (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), as temporarily amended by Executive Order 202.1 issued on March 12, 2020 ("**EO 202.1**"), as amended and extended from time to time, such 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 11/1/2021.

City of Syracuse Industrial Development Agency

DocuSigned by:



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Rickey T. Brown, Secretary

(S E A L)

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 and the Agency are mortgaging their respective interests in the improved real property described on **Exhibit “A”** to: Tompkins Trust Company (the “*Mortgagee*”), pursuant to a certain Building Loan Bifurcated Mortgage and Security Agreement dated November 30, 2021 in the amount of \$490,000 (the “*Mortgage*”) and an Assignment of Leases and Rents dated November 30, 2021 (“*Assignment of Rents and Leases*”). The Mortgage is pledged to secure a note 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 of Rents, insomuch as the Mortgage and the Assignment of Rents 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: 
Judith DeLaney, Executive Director

Subscribed and sworn to before me
this 29th day of November, 2021.



Notary Public

LORI L. McROBBIE
Notary Public, State of New York
Qualified in Onondaga Co. No. 01MC5055591
Commission Expires on Feb. 12, 20 22

EXHIBIT "A"
LEGAL DESCRIPTION

1970 W. Fayette, LLC

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga, State of New York, being part of Lot 1 Block 27 in the former Village of Geddes and a piece of abandoned canal land conveyed to R. Nelson Gere, all of said land bounded and described as follows: Commencing at a point at the intersection of Bridge and Furnace Streets, running thence southerly along the easterly line of Furnace Street 46-07/100 ft.; thence northeasterly and at right angles to Furnace Street to the enlarged Erie Canal; thence westerly along the south line of the Erie Canal to Bridge St.; thence southerly along the easterly line of Bridge St. to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF ERIE CANAL LANDS, situate in the City of Syracuse, County of Onondaga and State of New York, and being more particularly described as follows: Beginning at a point in the southerly Blue Line of the former Erie Canal, said point being S. 50° 07' 46" E. measured along said Blue Line a distance of 100.92 feet from its intersection with the westerly line of Harbor Street. Said last mentioned point being also N. 37° 43' 10" E. measured along said westerly street line of Harbor Street a distance of 49.71 feet from a point of deflection in said westerly street line; thence N. 52° 06' 22" E. a distance of 17.53 feet to a point; thence S. 51° 36' 15" E. a distance of 48.57 feet to a point; thence S. 76° 39' 33" E. a distance of 14.53 feet to a point; thence S. 52° 02' 25" E. a distance of 82.78 feet to a point; thence S. 53° 26' 12" W. a distance of 28.42 feet to a point in the said southerly Blue Line of said Former Erie Canal; then N. 50° 07' 45" W. along said southerly Blue Line a distance of 141.42 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, being a portion of St. Marks Avenue in Said City and being more particularly bounded and described as follows: BEGINNING at the intersection of the present northeasterly line of West Fayette Street with the present easterly line of St. Marks Avenue, which is also a corner of the premises now or formerly owned by Claire U. Haverly, recorded in Book 1037 of Deeds at page 534 & c; thence N. 27°-18'-17" W., 133.99 feet to a point; thence northerly, along a curve to the right, said curve having a radius of 141.0 feet a distance of 169.03 feet to a point of tangency; thence N. 40°-58'-32" E., a distance of 5.0 feet to its intersection with the present southwesterly line of Erie Boulevard West; thence S. 46°-27'-00" E., along said southwesterly line of Erie Boulevard West, a distance of 157.18 feet to its intersection with said easterly line of St. Marks Avenue, which point is also a northeasterly corner of property now or formerly owned by Claire U. Haverly; thence S. 52°-06'-22" W., along said easterly line of St. Marks Avenue, a distance of 67.85 feet to an angle point in said line; thence S. 9°-18'-10" W., along said easterly line of St. Marks Avenue, a distance of 132.0 feet, said last two courses are also the northerly and westerly lines of the property now or formerly owned by Claire U. Haverly to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND located in the City of Syracuse, County of Onondaga and State of New York, described as follows: Beginning at a point in the southerly line of Erie Boulevard West, said point being 118.06 feet easterly measured along the southerly line of Erie Boulevard West from the point of intersection of the southerly line of Erie Boulevard West and the westerly line of Harbor Street; Thence southerly 52° 06' 22" west 50.32 feet to a point, said point being the northwesterly corner of lands conveyed to Syracuse Trust Company by City of Syracuse dated June 19, 1942 and recorded in Onondaga County Clerk's Office on or about September 30, 1942; Thence south 51° 36' 15" east 48.57 feet; Thence south 76° 39' 33" east 14.53 feet; Thence south 52° 02' 25" east 82.72 feet along the northerly line of lands conveyed to Syracuse Trust Company; Thence north 53° 26' 12" east

33.42 feet to the southerly line of Erie Boulevard West; Thence north 47° 37' 34" west along the south line of Erie Boulevard West 141.68 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being part of Block 27 of the former Village of Geddes, bounded and described as follows: Beginning at a point in the southerly line of lands of the party of the second part, 186.07 feet from the intersection of the easterly line of West Fayette Street with the southerly line of St. Marks Avenue, as measured on the following courses and distances: S. 36° 38' 30" E. along the easterly line of West Fayette Street, 46.7 feet, and N. 53° 21' 30" E. along the southerly line of the lands of the party of the second part, 140 feet; running thence S. 36° 38' 30" E. a distance of 24.0 feet, thence N. 53° 21' 30" E. a distance of 69.16 feet to the westerly line of Erie Boulevard West, thence N. 47° 37' 34" W. along the westerly line of Erie Boulevard West, a distance of 24.45 feet to the southerly line of lands of party of the second part, thence S. 53° 21' 30" W. a distance of 64.5 feet to the place of beginning.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York and being Lot No. 27356 according to a Resubdivision Final Plan Map of Lot 27354 into new Lots 27355 & 27356 prepared by Cottrell Land Surveyors, P.C. dated February 9, 2011, last revised April 25, 2011 and filed in the Onondaga County Clerk's Office on June 15, 2011 as Map No. 11381.

Said premises being more modernly described as follows:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being Lots 1 & 27356 and part of Lot 2 of City Block No. 27 in said City, and being more particularly bounded and described as follows:

Beginning at a point in the easterly line of West Fayette Street, at its intersection with the reputed southerly line of Erie Boulevard West; thence along the said reputed southerly line of Erie Boulevard West, the following six (6) courses and distances: 1. South 46 deg. 27 min. 00 sec. East a distance of 157.36 feet to a point; thence 2.) North 52 deg. 06 min. 22 sec. East a distance of 4.47 feet to a point; thence 3.) South 47 deg. 37 min. 34 sec. East a distance of 142.05 feet to a point; thence 4.) North 53 deg. 21 min. 30 sec. East a distance of 10.18 feet to a point; thence 5.) South 47 deg. 37 min. 34 sec. East a distance of 66.76 feet to a point; and 6.) South 46 deg. 00 min. 20 sec. East a distance of 19.73 feet to a point on the division line between the lands now of formerly of Strathmore Products, Inc. as described in Book 5179 of Deeds at Page 722 on the north and the lands now or formerly of Vintage 4x4, LLC as described in Deed Instrument 2018-018929 on the south, said line also being the southerly line of Lot 27356 as shown on the Map of Resubdivision of Lot 27354 ~ File Map 5719 prepared by Cottrell Land Surveyors dated 2-9-11 and filed in the Onondaga County Clerk's Office as Map 11381; thence South 53 deg. 21 min. 30 sec. West along said division and Lot line, a distance of 220.95 feet to a point in the said easterly line of West Fayette Street; thence along the said easterly line of West Fayette Street, the following four (4) courses and distances: 1. North 36 deg. 38 min. 30 sec. West a distance of 131.07 feet to a point; thence 2.) North 27 deg. 18 min. 17 sec. West a distance of 133.99 feet to a point; thence 3.) northerly along a curve to the right having a radius of 141.00 feet, length of 169.03 and chord of North 07 deg. 02 min. 18 sec. East, 159.09 feet to a point; and 4.) North 40 deg. 58 min. 32 sec. East a distance of 5.00 feet to the point of beginning.

**GENERAL CERTIFICATE OF
1970 W. FAYETTE, LLC**

This certificate is made in connection with the execution by **1970 W. FAYETTE, LLC**, a New York limited liability company (the “**Company**”) of the Project Agreement, the Company Lease, the Agency Lease, the PILOT Agreement, 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 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0), 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.-25-01.0) and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be re-subdivided into one parcel (collectively, the “**Land**”); (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land (“**Building 1**”) for commercial use consisting of: (a) approximately 6,222 sq. ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq. ft. of restaurant space, approximately 600 sq. ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq. ft. of office space, approximately 4,000 sq. ft. for a dental office and brain center and approximately 720 sq. ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq. ft. building located on the Land (“**Building 2**” and together with Building 1, the “**Buildings**”) to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the “**Facility**”); (v) 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 October 1, 2021 (the “**Company Lease**”) and transfer its interest in the Equipment to the Agency pursuant to a bill of sale dated as of October 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 October 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 Articles (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 Members 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 Members 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. 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 November 1, 2021 by and between the Company and the Agency, to obtain worker's compensation insurance and provide proof of same to the Agency.

11. Assuming the valid authorization, execution and delivery of the Company Documents by the other parties thereto the 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 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:

<u>Name</u>	<u>Signature</u>	<u>Office/Title</u>
Scott Dumas		Member of the Board of Managers

IN WITNESS WHEREOF, I have set my hand and signature as officer of the Company as of November 1, 2021.

1970 W. FAYETTE, LLC

By:



Scott Dumas, Member of the Board of Managers

EXHIBIT "A"
ARTICLES OF ORGANIZATION

ONLINE FILING RECEIPT

ENTITY NAME: 1970 W. FAYETTE, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM. LLC)

COUNTY: ONON

FILED:01/13/2021 DURATION:***** CASH#:210113010536 FILE#:210113010536
DOS ID:5917071

FILER:

EXIST DATE

MILENA VORNDRAN - PARALEGAL - BOND, SCHOENECK AND KING, PL01/13/2021
200 DELAWARE AVENUE
SUITE 900
BUFFALO, NY 14202

ADDRESS FOR PROCESS:

1970 W. FAYETTE, LLC
208 N. MANLIUS STREET
FAYETTEVILLE, NY 13066

REGISTERED AGENT:



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the Biennial Statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

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SERVICE COMPANY: BOND, SCHOENECK & KING, PLLC-42
SERVICE CODE: 42

FEE:	210.00	PAYMENTS	210.00
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FILING:	200.00	CHARGE	0.00
TAX:	0.00	DRAWDOWN	210.00
PLAIN COPY:	0.00		
CERT COPY:	10.00		
CERT OF EXIST:	0.00		

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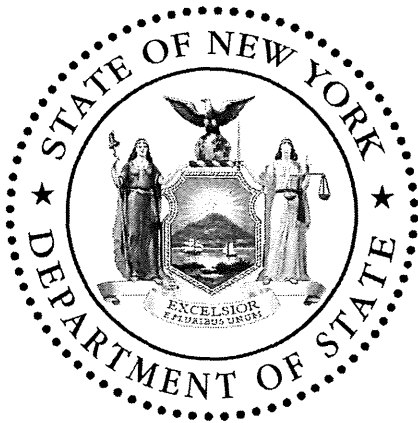
DOS-1025 (10/2020)

Authentication Number: 2101130748 To verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>

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 true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 13, 2021.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

**ARTICLES OF ORGANIZATION
OF
1970 W. Fayette, LLC**

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

1970 W. Fayette, 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:

1970 W. Fayette, LLC
208 N. Manlius Street
Fayetteville, NY 13066

FOURTH: The limited liability company is to be managed by: ONE OR MORE MANAGERS.

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.

Milena Vorndran (signature)

Milena Vorndran , ORGANIZER
200 Delaware Avenue
Suite 900
Buffalo, NY 14202

Filed by:

Milena Vorndran - Paralegal - Bond, Schoeneck and King, PLLC
200 Delaware Avenue
Suite 900
Buffalo, NY 14202

BOND, SCHOENECK & KING, PLLC (42)
DRAWDOWN
CUSTOMER REF# 415257

FILED WITH THE NYS DEPARTMENT OF STATE ON: 01/13/2021
FILE NUMBER: 210113010536; DOS ID: 5917071

EXHIBIT "B"
OPERATING AGREEMENT

**FIRST AMENDMENT
TO
OPERATING AGREEMENT
OF
1970 W. FAYETTE, LLC**

This First Amendment to Operating Agreement (“**First Amendment**”) is effective as of the 8th day of July, 2021 (“**Effective Date**”), by and between **1970 W. Fayette, LLC**, a New York limited liability company (the “**Company**”); and those persons who signed this First Amendment (each a “**Member**” and collectively, the “**Members**”).

WHEREAS, the Members entered into an operating agreement with respect to the Company dated as of April 23, 2021 (the “**Operating Agreement**”); and

WHEREAS, the Members desire to amend the Operating Agreement pursuant to the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Amendment to Section 3.12. The following shall be added to the end of Section 3.12 of the Operating Agreement: “Notwithstanding the foregoing, any Class B Members that make Capital Contributions to the Company, which are part of the first Three Hundred Thousand Dollars (\$300,000) of Capital Contributions by Class B Members shall not be required to pay any obligation of the Company pursuant to a guaranty and the Class A Members shall be proportionately responsible for any guaranty obligations of such Class B Members.”

2. Amendment to Section 3.14(a). The first sentence of Section 3.14(a) of the Operating Agreement shall be deleted in its entirety and replaced with the following: “The Company shall hold annual meetings of the Members in April of each year at such time and in such places as determined by the Managers. Additionally, the Managers shall provide all Members with a written project update (by email or letter) on at least a quarterly basis.”

3. Amendment to Section 6.1. Section 6.1 of the Operating Agreement shall be deleted in its entirety and replaced with the following: “The management of the Company shall be vested in the Board, as designated by the Class A Members. The number of Managers shall be no less than one (1) and no more than three (3). The initial Managers are Eve De Rosa and Scott Dumas. Such individuals shall serve as a Manager until he or she resigns, is removed by the vote or written consent of not less than two-thirds (2/3) of the voting power of the Members, dies, or is otherwise unable or unwilling to serve. The Board may increase the number of Managers at any time. In the event of any such increase, the Board shall fill such vacancies. All actions requiring the approval of the Board shall require the majority vote, with each Manager being entitled to cast one (1) vote.”

4. Defined Terms. Each capitalized term used in this First Amendment shall have the same meaning ascribed to such term in the Operating Agreement, unless otherwise defined in this First Amendment.

5. Conflict. If any conflict exists between the terms or provisions of the Operating Agreement and the terms or provisions of this First Amendment, then the terms and provisions of this First Amendment shall govern and control.

6. Effect of Amendment. The terms and provisions of this First Amendment shall modify and supersede all inconsistent terms and provisions of the Operating Agreement. As amended by this First Amendment, the Operating Agreement shall remain in full force and effect and is ratified by the parties. This First Amendment contains the entire agreement of the parties with respect to the matters set forth herein and all preliminary negotiations with respect thereto are merged into and superseded by this First Amendment.

7. Binding Effect. This First Amendment shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and nominees permitted under the Operating Agreement.

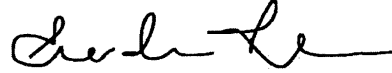
8. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (including by facsimile or other electronic means) to the other parties.

{Signature Page Follows}

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date.

COMPANY:

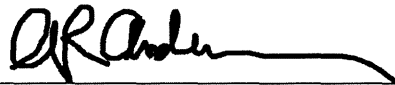
1970 W. Fayette, LLC



By: Eve De Rosa, Manager

CLASS A MEMBERS:

Knowing Tree LLC



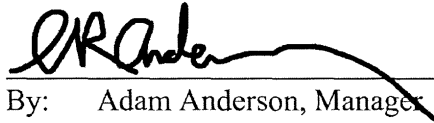
By: Adam Anderson, Manager

SBD Ventures, LLC

Scott E. Dumas 07/07/2021
By: Scott Dumas, Manager

CLASS B MEMBERS:

Knowing Tree LLC



By: Adam Anderson, Manager

SBD Ventures, LLC

Scott E. Dumas 07/07/2021
By: Scott Dumas, Manager

OPERATING AGREEMENT

OF

1970 WFAYETTE, LLC

This Operating Agreement (the “**Agreement**”) is effective as of the 23rd day of April, 2021, by and between **1970 WFAYETTE, LLC**, a New York limited liability company (the “**Company**”); and those persons listed on **Exhibit “A”** (each a “**Member**” and collectively the “**Members**”).

WHEREAS, the Members desire to adopt this Agreement as the Agreement of the Company.

NOW, THEREFORE, the parties agree as follows:

**SECTION 1
DEFINITIONS**

Unless defined elsewhere in this Agreement, the capitalized terms used in this Agreement shall have the meanings set forth below. The capitalized terms defined below or used elsewhere in this Agreement shall be deemed to refer to the singular or plural as the context requires:

“**Accountants**” means such firm of independent certified public accountants as shall, from time to time, be engaged by the Members on behalf of the Company to render accounting, auditing, tax and similar services.

“**Act**” means the Limited Liability Company Act of the State of New York, as the same may be amended from time to time (or any corresponding provisions of succeeding law).

“**Adverse Act**” means, with respect to any Member, any of the following:

- (a) a Transfer (whether voluntary or involuntary) of all or any portion of such Member’s Units in the Company except as expressly permitted or required by this Agreement;
- (b) an Event of Bankruptcy occurring with respect to any Member; or
- (c) any other occurrence or transaction that is expressly provided elsewhere in this Agreement as constituting an Adverse Act.

“**Affiliate**” means with respect to any Person: (a) any Person directly or indirectly controlling, controlled by or under common control with such Person; (b) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities of such Person; (c) any officer, director, or general partner of such Person; or (d) any Person who is an officer, director,

general partner, trustee or holder of ten percent (10%) or more of the voting securities of any Person described in clauses (a) through (c) of this sentence.

“**Agreement**” means this Operating Agreement as the same may be subsequently amended from time to time.

“**Assignee**” means a Person who is a transferee of all or part of a Member’s Units in the Company, which Person is not admitted as a Substituted Member. “**Assignees**” means all such Persons.

“**Board**” shall mean the Board of Managers of the Company.

“**Capital Contributions**” means the Member’s initial contributions to the capital of the Company and any Additional Capital Contributions to the capital of the Company pursuant to this Agreement.

“**Class A Members**” means those Persons designated as Members of Class A on **Exhibit “A”**, as the same may be amended from time to time.

“**Class B Members**” means those Persons designated as Members of Class B on **Exhibit “A”**, as the same may be amended from time to time.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

“**Company**” means 1970 WFayette, LLC, its successors and assigns.

“**Event of Bankruptcy**” means, with respect to any Member, 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.

"Fair Market Value" means such fair market value as may be mutually agreed to by the Member (or his or her personal representative, as the case may be) who is offering or is deemed to be offering to sell his or her Units pursuant to the terms of this Agreement (the **"Offering Member"**), on the one hand, and the Company or the remaining Members, on the other hand. If the Offering Member and the Company or the remaining Members are unable to mutually agree upon a fair market value within thirty (30) days from the date the Offering Member shall have offered (or have been deemed to have offered) the Units for sale, the Fair Market Value shall be determined as follows: the Offering Member shall engage, at its cost, a Qualified Appraiser to value the assets of the Company; then, any Company indebtedness as of the Valuation Date associated with such assets shall be subtracted to determine the Fair Market Value of the Company. Notwithstanding the foregoing: (a) in the event of a sale of all or substantially all of the assets of the Company, the Fair Market Value shall be the net proceeds of any sale after the payment of all Company indebtedness; and (b) in all other circumstances, the Fair Market Value shall be the lesser of: (i) the total cost of all phases of development plus tenant's work; or (ii) Six Million Dollars (\$6,000,000).

"Losses" means the Company's losses and deductions, as determined by the Accountants, and as reported separately or in the aggregate, as appropriate, on the Company's tax return filed for federal income tax purposes.

"Managers" shall mean all of the members of the Board. **"Manager"** means any one of the Managers.

"Members" means all Class A Members and all Class B Members set forth on **Exhibit "A"**, as the same may be amended from time to time. **"Member"** means any one of the Members.

"Membership Percentage" means those percentages with respect to each Member (or Assignee) as set forth on **Exhibit "A"**, as the same may be amended from time to time, based on the ratio of the number of Units held by such Member to the total number of Units outstanding. **"Membership Percentages"** means the total percentages held by all Members.

"Person" means any individual, partnership, limited liability company, corporation, trust or other entity.

"Profits" means the Company's income and gains, as determined by the Accountants, and as reported separately or in the aggregate, as appropriate, on the Company's tax return filed for federal income tax purposes.

"Qualified Appraiser" means any professional appraiser or certified public accountant who is qualified by experience and ability to appraise assets and businesses similar to that owned or being conducted by the Company and that has been approved by the Board.

“**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).

“**Substituted Member**” means a transferee of Units who has been admitted to the Company as a Substituted Member in accordance with **Section 8** of the Agreement.

“**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.

“**Unit**” means an ownership interest in the Company, including, but not limited to, the benefits to which the holder of such Unit 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.

“**Valuation Date**” means the last day of the month preceding the date on which the event giving rise to the need for a valuation occurred.

SECTION 2 THE COMPANY

2.1 Formation. The parties previously formed the Company pursuant to the provisions of the Act and shall operate upon the terms and conditions set forth in this Agreement.

2.2 Name. The name of the Company shall be 1970 WFAYETTE, LLC, a New York limited liability company, and all business of the Company shall be conducted in such name. The Board may change the name of the Company and if changed shall give notice to the Members. The Company shall hold all of its assets and property in the name of the Company and not in the name of any Member.

2.3 Purpose. The purpose of the Company shall be to engage in such activities as permitted by law and the Board deem advisable. The Company shall have the power to enter into all transactions which are provided for in this Agreement and as may be necessary or incidental to accomplish or implement the purpose 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.

2.4 Principal Place of Business. The principal place of business of the Company shall be 1970 W. Fayette St. Syracuse, NY. 13204, or at such other place as the Board shall determine.

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. The Articles of Organization of the Company (the “**Articles**”) have been filed in the office of the New York State Department of State in accordance with the provisions of the Act. The Board 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 Board shall cause amendments to the Articles to be filed whenever required by the Act. Such amendments may be executed by any Manager or by any Person duly authorized by the Board.

SECTION 3 MEMBERS; CAPITAL CONTRIBUTIONS; VOTING RIGHTS; MEETINGS

3.1 Units. The ownership of the Company shall be represented by Units of Class A Members (the “**Class A Units**”) and Units of Class B Members (the “**Class B Units**”). The initial number of Class A Units the Company is authorized to issue is Twenty (20). The initial number of Class B Units the Company is authorized to issue is Eighty (80).

3.2 Classes. The Company shall consist of Class A Members and Class B Members. For so long as any Class B Units are outstanding, the Company will not, without the prior written consent of a majority of the Class B Units, take any action which: (a) alters or changes the rights, preferences, or privileges of the Class B Members; or (b) creates any new class of Members.

3.3 Members. The names, addresses, Units, and Membership Percentages held by the Members are set forth on **Exhibit “A”**.

3.4 Capital Contributions. Each Member as of the date of this Agreement has made a Capital Contribution. Any Members admitted after the date of this Agreement shall be required to make a Capital Contribution in an amount determined by the Board.

3.5 Capital Accounts.

(a) The Company shall establish and maintain Capital Accounts for each Member and each Assignee pursuant to this **Section 3.5** and Regulation Section 1.704-1(b). The initial Capital Account of each Member shall be the initial Capital Contribution of such Member. Such Capital Account shall be increased by: (i) the amount of any Additional Capital Contributions of such Member to the Company; and (ii) such Member’s allocable share of Profits pursuant to **Section 4**. Such Capital Account shall be decreased by: (1) the amount of Net Available Cash distributed to any Member by the Company pursuant to **Section 5**; and (2) such Member’s allocable share of Losses pursuant to **Section 4**.

(b) The provisions of this **Section 3.5** and other portions of this Agreement relating to the proper maintenance of Capital Accounts are designed to comply with the requirements of Regulation Section 1.704-1(b). The Members intend that such provisions be interpreted and applied in a manner consistent with such Regulations. The Company is authorized

to modify the manner in which the Capital Accounts are maintained if the Company determines that such modification: (i) is necessary and/or appropriate to comply with the Regulations; and (ii) is not likely to have a material effect on the amounts distributable to any Member upon the dissolution of the Company.

3.6 Return of Capital Contributions. Except as otherwise provided in this Agreement, no Member shall be entitled to have his or her Capital Contribution returned to him or her. Under circumstances requiring a return of any Capital Contributions, no Member shall have the right to receive property other than cash, except as may be specifically provided in this Agreement.

3.7 Interest. No Member shall receive any interest, salary or drawing with respect to his or her Capital Contribution or for services rendered on behalf of the Company or otherwise in his or her capacity as a Member, except as otherwise provided in this Agreement.

3.8 Limited Liability. No Member shall be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as otherwise provided by applicable state law and this Agreement, a Member shall be liable only to make his or her Capital Contributions and shall not be required to lend any funds to the Company or, after his or her Capital Contributions have been paid, to make any Additional Capital Contributions to the Company. No Member or Manager shall have any personal liability for the repayment of any Capital Contributions of any Member; provided, however, nothing in this **Section 3** shall be deemed to relieve such Manager of any liability resulting from their bad faith, intentional misconduct, knowing violation of law and/or breach of any fiduciary duty.

3.9 Loans. Any Member or any Affiliate of a Member may, with the approval of the Board, lend or advance money to the Company. If any Member or Affiliate shall make any loan or loans 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 be a debt due from the Company. The amount of any such loan or advance by a lending Member or Affiliate shall be repayable out of the Company's cash and shall have priority over any distributions made pursuant to **Section 5**. All such loans or advances shall bear interest at the Applicable Federal Rate plus two (2) percentage points, or such rate as determined by the unanimous consent of the Members. Except as otherwise set forth in this Agreement, none of the Members shall be obligated to make any loan or advance to the Company.

3.10 Partnership Representative. The partnership representative of the Company (within the meaning of Section 6223(a) of the Code) (the "**Partnership Representative**") shall be **EVE DE ROSA**, who shall serve until a successor is designated by the Board. If any state or local tax law provides for a tax matters partner or person having similar rights, powers, authority or obligations, the Partnership Representative shall also serve in such capacity. The Board shall have the right at any time and from time to time to designate a successor or replacement Partnership Representative. Any such person must be an individual qualified to serve in such capacity pursuant to the Code.

3.11 Independent Activities. Each Member may, notwithstanding this Agreement, engage in whatever activities he or she chooses, without having or incurring any obligation to offer any interest in such activities to the Company or any Member. Neither this Agreement nor any activity undertaken pursuant to this Agreement shall prevent any Member from engaging in such activities, or require any Member to permit the Company or any Member to participate in any such activities, and as a material part of the consideration for the execution of this Agreement by each Member, each Member waives, relinquishes and renounces any such right or claim of participation.

3.12 Guaranties. The parties acknowledge that it may be necessary from time to time for the Members to guaranty certain of the obligations of the Company. Each Member agrees that, upon request of the Board, such Member will execute and deliver any and all documentation requested by any lender, including, but not limited to, a guaranty. The Members agree that if a Member is required to pay an obligation of the Company pursuant to a guaranty, such Member shall have a right to be reimbursed by the other Members (even if they have not signed a similar guaranty) based on their Membership Percentages as of the date of such payment.

3.13 Votes. Whenever the Members are permitted to vote pursuant to the terms of this Agreement, the voting shall be counted as follows:

(a) Class A Members, in the aggregate, shall constitute fifty-one percent (51%) of the total voting power of the Members. Each Class A Member shall vote in proportion to the number of Units held by such Class A Member in proportion to the total number of Class A Units.

(b) Class B Members, in the aggregate, shall constitute forty-nine percent (49%) of the total voting power of the Members. Each Class B Member shall vote in proportion to the number of Units held by such Class B Member in proportion to the total number of Class B Units.

(c) In the event there are no Class B Members at any time, then, the Class A Members, in the aggregate, shall constitute one hundred percent (100%) of the total voting power of the Members and each Class A Member shall vote in proportion to the number of Units held by such Class A Member in proportion to the total number of Units.

3.14 Meetings of the Members.

(a) The Company shall not be required to hold an annual meeting of the Members. Special meetings of the Members may be called by any Manager and shall be called upon the written request of any Member or Members collectively owning more than twenty-five percent (25%) of the then outstanding 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) days nor more than thirty (30) days prior to the date of such meeting. Members 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. Members may waive advance notice of such meeting.

(b) For purpose of determining the Members entitled to vote on, or to vote at, any meeting of the Members or any adjournment thereof, the Board 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 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 Board or such other individual Person as the Board 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 Members holding not less than the minimum number of 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. Any 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 Manager. Delivery may be made by hand, or by certified or registered mail, return receipt requested.

SECTION 4 PROFITS; LOSSES

4.1 Tax Allocations. The Company, with the advice of its Accountants, shall make all necessary and appropriate “**Tax Allocations**”, including, if necessary, the following:

(a) **Qualified Income Offset.** No Member or Assignee shall be allocated Losses or deductions if the allocation causes the Member or Assignee to have an Adjusted Capital Account Deficit. If a Member or Assignee unexpectedly receives an adjustment, allocation or distribution described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), such Member or Assignee will be allocated items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain) for that taxable year in an amount sufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible. For purposes hereof, “**Adjusted Capital Account Deficit**” means, with respect to any Member or Assignee, the deficit balance, if any, in the Member’s or Assignee’s Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments: (x) the deficit shall

be decreased by the amounts which the Member or Assignee is deemed obligated to restore pursuant to Regulation Section 1.704-1(b)(2)(ii)(c); and (y) the deficit shall be increased by the items described in Regulation Sections 1.704-1(b)(2)(ii)-(d)(4), (5) and (6).

(b) **Minimum Gain Chargeback.** Except as set forth in Regulation Section 1.704-2(f)(2), (3) and (4), if, during any taxable year, there is a net decrease in Minimum Gain, each Member or Assignee, prior to any other allocation pursuant to this **Section 4**, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to that Member's or Assignee's share of the net decrease of Minimum Gain, computed in accordance with Regulation Section 1.704-2(g). Allocations of gross income and gain pursuant to this **Section 4.1(b)** shall be made first from gain recognized from the disposition of Company assets subject to non-recourse liabilities (within the meaning of the Regulations promulgated under Code Section 752), to the extent of the Minimum Gain attributable to those assets, and thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this **Section 4.1(b)** shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(f). For purposes hereof, "**Minimum Gain**" has the meaning set forth in Regulation Section 1.704-2(d). Minimum Gain shall be computed separately for each Member or Assignee in a manner consistent with the Regulations under Code Section 704(b).

(c) **Contributed Property and Book-Ups.**

(i) Generally, the Capital Accounts of Member or Assignee shall be adjusted in accordance with Regulations Section 1.704-1(b)(2)(iv)(g) for allocations to them of income, gain, loss, and deduction (including depreciation, depletion, amortization or other cost recovery) as computed for book purposes, with respect to property of the Company.

(ii) Notwithstanding **Section 4.1(c)(i)**, if, with respect to a property, the Company chooses to eliminate distortions caused by the ceiling rule (as defined in Regulations Section 1.704-3(b)(1)) by means of the Remedial Allocation Method (as defined in Regulations Section 1.704-3(d)), then the Capital Accounts of the Member or Assignee shall be adjusted in accordance with Regulations Section 1.704-3(d)(2) for allocations to them of income, gain, loss, and deduction (including depreciation, depletion, amortization or other cost recovery) as computed for book purposes, with respect to such property.

(d) **Curative Allocations.** A Member or Assignee who contributes (or are deemed to contribute under Regulation §1.704-1(b)(2)(iv)(g)) property with a fair market book value that differs from the adjusted basis of the property for federal income tax purposes shall have specifically allocated to them income, gain or deduction that reflects the difference between the fair market book value and the adjusted basis of such property according to §704(c) and Regulations §1.704-3(c), or (d).

4.2 Profits. After giving effect to the Tax Allocations, Profits for any fiscal year shall be allocated to the Members in proportion to their Membership Percentages.

4.3 Losses. After giving effect to the Tax Allocations, Losses for any fiscal year shall be allocated to the Members in proportion to their Membership Percentages.

4.4 No Priority. No Member shall have priority over any other Member, either as to the return of a Capital Contribution, as to Profits or Losses, or distributions (except as set forth in **Section 5.1**); provided however, this **Section 4.4** shall not apply to loans (as distinguished from a Capital Contribution) which a Member has made to the Company.

SECTION 5 DISTRIBUTIONS

5.1 Distributions. Subject to applicable provisions of the Code and Regulations, the Board may, pursuant to an annual budget provided to the Members, make distributions to the Members at, in the following order and priority:

(a) until such time, if ever, as there are issued and outstanding Class B Units, any and all distributions shall be made to the Class A Members pursuant to their Membership Percentages; and

(b) once there are issued and outstanding Class B Units and for so long as there are Class B Units outstanding, any and all distributions shall be made as follows:

(i) first, to the Class B Members in accordance with the annual budget

(ii) next, to the Class A Members in accordance with the annual budget;

and

(iii) then, any remaining amounts to be distributed shall be distributed to the Members in accordance with their Membership Percentages.

For the avoidance of doubt, the Class B Members shall be paid prior to any distributions being made to the Class A Members, it being acknowledged and agreed that Class A Members will not receive any distribution until the Class B Members have received the full amount of their distribution set forth in the annual budget.

5.2 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment or distribution by the Company to the Members shall be treated as amounts distributed to the Members pursuant to this **Section 5** for all purposes under this Agreement. The Members may allocate any such amounts among the Members in any manner that is in accordance with applicable law.

5.3 Limitations on Distributions. No distribution shall be declared or made by the Members if payment of such distribution would cause the Company to violate any limitation on distributions provided in the Act, the Code, the Regulations or in any agreement to which the Company is a party.

SECTION 6 MANAGEMENT; INDEMNIFICATION

6.1 Board of Managers. The management of the Company shall be vested in the Board, as designated by the Class A Members. The number of Managers shall be no less than one (1) and no more than three (3). The initial Managers are Eve De Rosa and Scott Dumas. Such individuals shall serve as a Manager until he or she resigns, is removed by the unanimous vote of the Class A Members, dies, or is otherwise unable or unwilling to serve. The Board may increase the number of Managers at any time. In the event of any such increase, the Board shall fill such vacancies. All actions requiring the approval of the Board shall require the majority vote, with each Manager being entitled to cast one (1) vote.

6.2 Board Powers. Except as otherwise provided in this Agreement, the Board 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 or incidental to the management of the business, excepting only those acts and things as to which approval by the Members is expressly required under this Agreement. The Board shall have the right and authority to take all actions which the Managers deem necessary, useful, or appropriate for the management and conduct of the Company.

6.3 Right to Rely on Manager. Any Person dealing with the Company may rely upon a certificate signed by any Manager as to: (a) the identity of any Manager or Member; (b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by a 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 other 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 Member.

6.4 Transactions Requiring Member Approval. Except as specifically set forth below, no Member shall be entitled to vote on any matter affecting the management or control of the Company or its business and affairs. Notwithstanding any other provision of this Agreement, the Board shall not, without affirmative approval or written consent of not less than sixty percent (60%) of the voting power of the Members: (a) borrow more than \$100,000 or modify, amend or extend any existing Company debt; (b) knowingly perform any act that would subject any Members to liability in any jurisdiction; (c) approve the sale or other disposition of all or substantially all of the assets of the Company; (d) approve the merger or consolidation of the Company with or into another entity; (e) elect to dissolve the Company; or (f) amend the Articles or this Agreement if the effect would be to alter, impair, or adversely impact the rights and benefits of the Members or the duties and obligations of the Company or the Members under this

Agreement. Further, in the event there is a deadlock in any decision of the Board, upon the request of any Manager, such action shall be brought to the Members to resolve such deadlock by the affirmative vote of a majority of the voting power of the Members.

6.5 Indemnification.

(a) No Manager shall be liable to the Company or its Members for monetary damages for an act or omission in such person's capacity as a Manager, except for: (i) acts or omissions which the Manager 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 Manager derived an improper personal benefit; (iii) damages to the Company resulting from any action or omission to act by such Manager which action or omission is determined to constitute a breach by such Manager of a duty owed to the Company or the Members; or (iv) 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 managers, then, subject to the foregoing exceptions, the liability of the Managers 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 Manager existing immediately before such repeal or modification.

(b) Subject to the exceptions set forth in **Section 6.5(a)**, the Company shall indemnify each Manager to the fullest extent permitted or required by the Act, as amended from time to time. The Company may advance expenses incurred by a Manager upon the approval of the disinterested Managers. The Company may also indemnify its employees and other representatives or agents up to the fullest extent permitted under the Act or other applicable law, provided that the indemnification in each such situation is first approved by the Board.

(c) 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 or agreement, both as to action in official capacities on behalf of the Company and as to action in another capacity on behalf of the Company while holding such office; (ii) continue as to a person who ceases to be a Manager with respect to the periods such person was a Manager; (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 or entity.

6.6 Operating Restrictions.

(a) No rebates, kickbacks, or reciprocal arrangements may be received or entered into by any Manager, nor may any Manager participate in any business arrangement which would circumvent this Agreement.

(b) The funds of the Company shall not be commingled with the funds of any other Person.

(c) Subject to any approval requirements, the signature of any one of the

Managers shall be necessary to convey title to any real property owned by the Company or to execute any promissory notes, trust deeds, mortgages or other instruments of hypothecation, and all of the Members agree that a copy of this Agreement may be shown to the appropriate parties in order to confirm the same, and further agree that the signature of any one of the Managers shall be sufficient to execute any documents necessary to effectuate this or any other provision of this Agreement.

6.7 Officers. The Board may, at any time and from time to time, designate one or more individuals as officers of the Company. Such officers shall have such titles and exercise and perform such powers and duties as the Board may from time to time assign. Any officer may be removed by the Board at any time and for any or no reason whatsoever. The salary and other compensation, if any, of the officers shall be fixed by the Board.

6.8 Meetings of the Board.

(a) The Board shall not be required to hold regular meetings. Special meetings of the Board may be called by any Manager. Notice of each such special meeting shall be given to each 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 Board. Each such notice shall state: (i) the time, date, place 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 Managers. Any Manager may waive notice of any meeting in writing before, at, or after such meeting. The attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting, except when a Manager attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not properly called.

(b) Any action required to be taken at a meeting of the Board, or any action that may be taken at a meeting of the Board, may be taken at a meeting held by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting.

(c) Notwithstanding anything to the contrary in this **Section 6.8**, the Board may take, without a meeting, any action that may be taken by the Board under this Agreement if a consent or consents in writing, setting forth the action so taken shall be signed by Managers holding not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of the Board at which all of the Managers entitled to vote thereon were present and voted. Any 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 Manager. Delivery may be made by hand, or by certified or registered mail, return receipt requested.

SECTION 7 BOOKS AND RECORDS

7.1 Books and Records; Reports. 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. Any Member or his or her designated representative shall have the right, at any reasonable time and at his or her own expense, to have access to and inspect and copy the contents of such books or records.

SECTION 8 TRANSFERS OF UNITS

8.1 Restriction on Transfers. Except as otherwise provided in this Agreement, no Member shall Transfer (whether voluntary or involuntary) all or any portion of his or her Units in the Company, except upon the written consent of the Board. Any Transfer or attempted Transfer (whether voluntary or involuntary) by a Member in violation of the preceding sentences: (a) shall be null and void and of no effect whatsoever; (b) the non-Member party to the Transfer shall acquire no rights with respect to such Units; and (c) the Member engaging in the Transfer shall automatically be deemed to have committed an Adverse Act.

8.2 Withdrawal/Partition. Except as otherwise provided in this Agreement, each Member covenants and agrees not to: (a) withdraw or attempt to withdraw from the Company; (b) exercise any power under the Act to dissolve the Company; or (c) maintain any action for partition with respect to any property of the Company.

8.3 Permitted Transfers. Notwithstanding any prohibition on Transfer otherwise contained in this Agreement, a Member may Transfer all or any portion of his or her Units during such Member's lifetime to any one or more of the following (each, a "**Permitted Transferee**"): (a) any other Member; (b) any Person approved by the Board as a Permitted Transferee; or (c) any Purchaser in accordance with **Section 8.5** (any such Transfer being referred to as a "**Permitted Transfer**").

8.4 Conditions to Transfer. Whenever a Member shall Transfer all or any portion of his or her Units to the Company or another Person, in accordance with the terms of this Agreement, such Transfer shall not effective as a Permitted Transfer unless and until the following conditions are satisfied:

(a) The transferor (or his or her 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 to effect such Transfer and to confirm the agreement of the transferee to be bound by the provisions of this Agreement, satisfactory to the Company in its sole discretion.

(b) The transferor (or his or her 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 Units, 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 transferor and the transferee shall have complied with all applicable laws, rules and regulations, including all applicable securities laws and regulations.

(d) The Company shall be reimbursed by the transferor for all reasonable costs and expenses incurred by the Company in connection with the Transfer.

8.5 Right of First Refusal. In addition to the other limitations and restrictions set forth in this **Section 8**, no Member shall Transfer all or any portion of his or her Units unless such Member (the "**Seller**") first offers to sell the Units pursuant to the terms of this **Section 8.5**.

(a) No Transfer may be made under this **Section 8.5** unless the Seller has received a bona fide written offer (the "**Purchase Offer**") from a Person (the "**Purchaser**") to purchase the Units for a purchase price denominated and payable in United States dollars at closing or according to specified terms, with or without interest. The Purchase Offer shall be in writing and signed by the Purchaser.

(b) The Seller shall give the Company and the remaining Member(s) (the "**Remaining Member(s)**") written notice of his or her intent to Transfer the Units, together with a copy of the Purchase Offer.

(c) The Company shall have the right to purchase all, but not less than all, of the Units offered by the Seller at the price and on the terms set forth in the Purchase Offer. The Company shall give the Seller notice of its intent to exercise its right of first refusal under this **Section 8.5** within thirty (30) days from the date of its receipt of the Purchase Offer.

(d) In the event the Company does not exercise its right of first refusal within thirty (30) days of receipt of the Purchase Offer, the Remaining Member(s) shall have the right to purchase all, but not less than all, of the Units offered by the Seller at the price and on the terms set forth in the Purchase Offer. The Remaining Member(s) shall give the Seller notice of their intent to exercise their right of first refusal under this **Section 8.5** within thirty (30) days following the failure of the Company to exercise its right under **Section 8.5(c)**.

(e) In the event the Remaining Member(s) do not exercise their right of first refusal set forth in **Section 8.5(d)**, the Seller shall be entitled to consummate the sale of his or her Units to the Purchaser.

(f) In the event the Company or the Remaining Member(s) exercise it or their right of first refusal pursuant to this **Section 8.5**, the closing of the sale of the Units shall take place

in accordance with the terms of the Purchase Offer. The Seller and the Company or the Remaining Member(s) shall execute such documents and instruments as may be necessary or appropriate to effect the sale of the Units pursuant to the terms of this **Section 8**.

(g) Immediately upon the Transfer by a Member of all of the Units then owned by him or her, such Member shall thereupon automatically be deemed to have resigned as an officer or Manager of the Company (if such Member is an officer or Manager at the time of Transfer). The Member shall confirm his or her resignation in writing upon the request of the Company.

8.6 Adverse Act Purchase. Upon the occurrence of an Adverse Act with respect to a Member, such Member shall automatically be deemed to have offered to sell all of his or her Units to the Company upon the terms and conditions set forth in **Section 8.7**. The Board shall have ninety (90) days from the date of the deemed offer to sell during which to accept or reject the deemed offer to sell. In the event the Board fails to accept within such ninety (90) day period, the offer shall automatically be deemed rejected. If the Board exercises the option to purchase such Member's Units, the closing of the purchase and sale of the Member's Units shall occur upon the terms and conditions set forth in **Section 8.7**.

8.7 Purchase Price; Payment of Purchase Price.

(a) The total purchase price of the Units for purposes of **Section 8** shall be determined by multiplying the Fair Market Value of the Company by the Membership Percentage owned by the departing Member.

(b) The purchase price shall be payable as follows:

(i) There shall be paid by purchaser in cash upon closing an amount equal to ten percent (10%) of the purchase price.

(ii) 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 rate of five and one-half percent (5.5%). The Purchase Note shall consist of interest only payments for twenty-four (24) months followed by one hundred twenty (120) equal monthly installments of principal and interest on an amortized basis. The first installment on the Purchase Note shall be due and payable on the first day of the first month following the month during which the closing occurs. The unpaid balance of any Purchase Note may be prepaid, either in whole or in part, at any time and from time to time, without penalty. If required by a third party lending institution with which the Company does business, any Purchase Note issued by the Company in connection with the purchase of Units shall be subordinate to any existing indebtedness due and owing to such third party lending institution and the Member agrees to execute any documentation reasonably requested to evidence such subordination including, without limitation, an inter-creditor or subordination agreement. 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.

(c) Except as set forth in this Agreement or as the parties may otherwise mutually agree, the date of closing shall be within thirty (30) days of the date of determination of the purchase price pursuant to **Section 8.7** or as otherwise determined by the terms of this Agreement.

8.8 Rights of Unadmitted Assignees.

(a) A Person who acquires one or more Units but who is not admitted as a Substituted Member in accordance with this Agreement shall be entitled only to allocations and distributions with respect to such 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.

(b) In the event of a Transfer of Units to a Person who is not admitted as a Substituted Member, the transferring Member shall automatically be deemed to have sold, assigned and conveyed to the Company all of the Economic Rights associated with the Transferred Units.

8.9 Admission of Assignees as Members. Subject to the other provisions of this **Section 8**, a transferee of Units may be admitted to the Company as a Substituted Member only upon the consent of the Board to such admission, which consent may be given or withheld in the sole and absolute discretion of the Board.

8.10 Legend. Each Member 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 Units:

THE SECURITIES REPRESENTED BY THIS DOCUMENT HAVE NOT BEEN REGISTERED UNDER ANY SECURITIES LAWS AND THE TRANSFERABILITY OF SUCH SECURITIES IS RESTRICTED. SUCH SECURITIES 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 SECURITIES FOR ANY PURPOSES, UNLESS (1) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, WITH RESPECT TO SUCH SECURITIES 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 SECURITIES 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.

8.11 Distributions and Applications in Respect to Transferred Units. If any Unit is sold, assigned, or Transferred during any fiscal year in compliance with the provisions of this **Section 8**, Profits, Losses, each item thereof, and all other items attributable to the Transferred Unit 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 using any conventions permitted by law and selected by the Members. Neither the Company nor any Member shall incur any liability for making allocations and distributions in accordance with the provisions of this **Section 8**, whether or not any Member or the Company has knowledge of any Transfer of ownership of any Unit.

SECTION 9 DISSOLUTION AND WINDING UP

9.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events (the “**Liquidating Events**”):

- (a) The sale of all or substantially all of the assets and properties of the Company;
- (b) The election of the Members to dissolve the Company in accordance with the terms of this Agreement; or
- (c) The happening of any other event that makes it unlawful, impossible or impractical to carry on the business of the Company.

The Members 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 agree to continue the business of the Company without a winding up or liquidation.

9.2 Winding Up. Upon a dissolution of the Company, the Board or a court-appointed trustee 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) To the payment and discharge of all of the Company’s debts and liabilities (other than those to Members), including the establishment of any necessary reserves;

(b) Second, to the payment and discharge of all of the Company's debts and liabilities to Members;

(c) Third, to the Members and Assignees in accordance with their Membership Percentages.

9.3 Establishment of Trust. In the discretion of the Board, a *pro rata* portion of the distributions that would otherwise be made to the Members and Assignees pursuant to **Section 9.2** may be distributed to a trust established for the benefit of the Members and Assignees 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 Members arising out of or in connection with the Company. The assets of any such trust shall be: (a) distributed to the Members and Assignees from time to time, in the reasonable discretion of the Board, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members and Assignees 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 Members and Assignees as soon as practicable.

9.4 Rights of Members and Assignees. Except as otherwise provided in this Agreement, each Member or Assignee shall look solely to the assets of the Company for the return of his or her Capital Contribution and shall have no right or power to demand or receive property other than cash from the Company.

SECTION 10 REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties of the Members. Each Member 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 or her obligations. This Agreement has been duly executed and delivered by the Member and (assuming the due authorization, valid execution and delivery 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 or her obligations: (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 Units for the Member's own account and not for the account of others. The Units are not being acquired with a view to their distribution and the Member has no present intent of reselling or otherwise distributing the Units.

(g) 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 Units. The Member is aware that the Units may have to be held by the Member for an indefinite period of time.

(h) 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.

(i) The Member is aware that an investment in the Company is highly speculative and is capable of bearing the economic risk of such investment.

10.2 Effect of Breach. Each Member acknowledges and agrees that a material breach of any representation or warranty contained in this Agreement shall constitute an Adverse Act.

SECTION 11 MISCELLANEOUS

11.1 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, certified or electronic mail, addressed as follows: (a) if to the Company, to the Company at the address set forth in **Section 2.4**, or to such other address or electronic mail address as the Company may from time to time specify by notice to the Members; or (b) if to a Member, to such Member at the address set forth in **Exhibit "A"** or to such other address or electronic mail 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 so delivered, if delivered personally or if sent by regular mail or electronic mail; or 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.

11.2 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.

11.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member.

11.4 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.

11.5 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.

11.6 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.

11.7 Additional Documents. Each 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.

11.8 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.

11.9 New York Law. The laws of the State of New York shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Members. Each Member 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 consents to the personal and subject matter jurisdictions of such courts.

11.10 Counterpart Execution. 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 electronic mail shall be deemed original signatures for all purposes of this Agreement.

11.11 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.

11.12 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Operating Agreement as of the date first above written.

COMPANY:

Knowing Tree, LLC



By: Eve De Rosa, Manager

CLASS A MEMBERS:

Knowing Tree LLC



By: Adam Anderson, Manager

SBD Ventures, LLC



By: Scott Dumas, Manager


CLASS B MEMBERS:

Knowing Tree LLC



By: Adam Anderson, Manager

SBD Ventures, LLC



By: Scott Dumas, Manager

EXHIBIT "A"

MEMBERS AND MEMBERSHIP PERCENTAGES

Class A Members

<u>Member Name/Address</u>	<u>Class A Units</u>	<u>Membership Percentage</u>
Knowing Tree LLC 118 East Genesee Street Syracuse, New York 13202	10	45.45%
SBD Ventures, LLC 208 N. Manlius Street Fayetteville, New York 13066	10	45.45%

Class B Members

<u>Member Name/Address</u>	<u>Class B Units</u>	<u>Membership Percentage</u>
Knowing Tree LLC 118 East Genesee Street Syracuse, New York 13202	1	4.55%
SBD Ventures, LLC 208 N. Manlius Street Fayetteville, New York 13066	1	4.55%

EXHIBIT "C"
GOOD STANDING CERTIFICATE

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, ROSSANA ROSADO, 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: 1970 W. FAYETTE, LLC
DOS ID Number: 5917071
Entity Type: DOMESTIC LIMITED LIABILITY COMPANY
Entity Status: EXISTING
Date of Initial Filing with DOS: 01/13/2021
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: 01/13/2021
Entity Name: 1970 W. FAYETTE, LLC

Document Type: CERTIFICATE OF PUBLICATION
Date of Filing: 06/21/2021

Above space is left blank intentionally.

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 November 29, 2021
at 10:24 A.M.



ROSSANA ROSADO, Secretary of State

A handwritten signature in black ink that reads "Brendan C. Hughes".

By Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100000689510 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

1970 W. FAYETTE, LLC

Unanimous Written Action of Members in Lieu of Meeting

The undersigned, being all the Members of 1970 W. FAYETTE, LLC, a New York limited liability company (the "Company"), hereby unanimously adopt the following resolutions by written action pursuant to Section 407 of the Limited Liability Company Law of New York State:

RESOLVED, that the acceptance by the Company of the assignment from Knowing Tree LLC of a Purchase and Sale Agreement, made as of June 16, 2020, by and between Fayette Street Coatings, Inc. (the "Seller") and Knowing Tree LLC (the "Agreement") for the purchase and sale of the fee simple title to that certain parcel of land, together with the improvements located thereon, containing approximately 1.37± acres located at 1499, 1501 and 1515 Erie Boulevard West, and 1950 and 1970 West Fayette Street in the City of Syracuse, Onondaga County, New York (the "Property"), is hereby ratified and approved; and it is further

RESOLVED, that the Company shall accept a commitment letter dated June 14, 2021 (as may be amended from time to time, the "Commitment") relating to a building loan and project loan and permanent loan ("the Loans") to the Company from Tompkins Trust Company (the "Lender") in the amount of \$490,000.00, secured by a mortgage on the Property, to fund the cost of improvement and non-cost of improvement items in connection with the acquisition and rehabilitation of the Property (the "Project"); and it is further

RESOLVED, that the Company's application to the Syracuse Industrial Development Agency for certain economic incentives associated with the Project (the "SIDA Application") is hereby ratified and approved; and it is further

RESOLVED, that the Company shall execute and deliver to Seller a purchase money Promissory Note in the principal amount of \$100,000.00, with interest at the rate of ten percent (10%) per year (the "Note"); and it is further

RESOLVED, that Scott Dumas, in his capacity as a Member of the Board of Managers of the Company, or Eve De Rosa, in her capacity as a Member of the Board of Managers of the Company, be, and they hereby are, authorized and directed and to execute, deliver and perform, for and on behalf of the Company, all agreements, instruments and documents in the name of the Company, including the Note, and to pay all such expenses and taxes, as in his or her judgment shall be necessary, proper or advisable in connection with the closing of the transaction

contemplated by these Resolutions and in particular in association with the Project and the SIDA Application; and it is further

RESOLVED, that Scott Dumas, in his capacity as a Member of the Board of Managers of the Company, or Eve De Rosa, in her capacity as a Member of the Board of Managers of the Company, be, and they hereby are, authorized and directed to execute, deliver and perform, for and on behalf of the Company, the Transaction Documents and any additional promissory note, mortgage and security agreement, assignment, UCC-1 financing statement, certificate, guarantee, indemnity or any other documents related to the Loans from Lender and to take such further action as deemed necessary (including the borrowing of an amount which is different from the amount set forth in the Commitment) to fund the Loans in substantial accordance with the Commitment; and it is further;

RESOLVED, that Scott Dumas, in his capacity as a Member of the Board of Managers of the Company, or Eve De Rosa, in her capacity as a Member of the Board of Managers of the Company, be, and they hereby are, authorized and directed and to execute, deliver and perform, for and on behalf of the Company, all documents required to close with SIDA on a transaction to confer benefits approved in accordance with the SIDA Application, including but not limited to, a lease and sublease with SIDA, an environmental compliance and indemnification agreement, a project agreement and a payment in lieu of taxes agreement and any and all other agreements, instruments and documents in the name of the Company as may be necessary to carry out the intent hereof (collectively, the "SIDA Transaction Documents"), and to pay all such expenses and taxes, as in his or her judgment shall be necessary, proper or advisable in connection with the Project and/or the SIDA Application; and it is further

RESOLVED, that the undersigned hereby authorize, ratify and confirm any and all actions heretofore taken by the Company, the Board of Managers of the Company and/or the Company's agents in furtherance of any of the foregoing resolutions, which acts or actions would have been authorized by the foregoing resolutions except that such acts or actions were taken prior to the adoption of those resolutions, and it is further

RESOLVED, that the undersigned hereby confirm that any agreements, instruments and documents executed by the authorized signatories in the name of the Company as may be necessary to carry out these Resolutions, will be binding upon the Company.

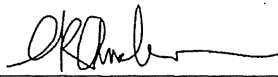
This instrument may be executed in counterparts.

(Signature page follows)

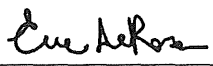
IN WITNESS WHEREOF, this instrument has been executed as of the 25th day of October 2021, as follows.

CLASS A MEMBERS:

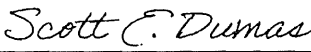
KNOWING TREE, LLC

By: 
Name: Adam Anderson
Title: Member

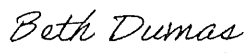
KNOWING TREE, LLC

By: 
Name: Eve De Rosa
Title: Member

SBD VENTURES, LLC

By: 
Name: Scott Dumas
Title: Member


SBD VENTURES, LLC

By: 
Name: Beth Dumas
Title: Member


IN WITNESS WHEREOF, this instrument has been executed as of the 25th day of October, as follows.

CLASS B MEMBERS:

KNOWING TREE, LLC

By: 
Name: Adam Anderson
Title: Member

KNOWING TREE, LLC

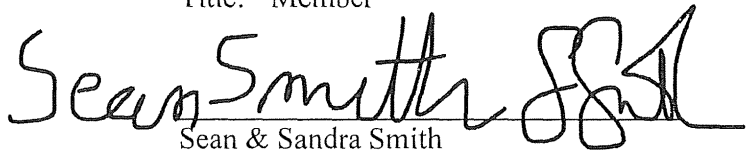
By: 
Name: Eve De Rosa
Title: Member

SBD VENTURES, LLC

By: *Scott E. Dumas*
Name: Scott Dumas
Title: Member

SBD VENTURES, LLC

By: *Beth Dumas*
Name: Beth Dumas
Title: Member


Sean & Sandra Smith

B3JRA, LLC

Smartcore Consulting, LLC

Rich Shaler

IN WITNESS WHEREOF, this instrument has been executed as of the 25th day of October, as follows.

CLASS B MEMBERS:

KNOWING TREE, LLC

By: _____
Name: Adam Anderson
Title: Member

KNOWING TREE, LLC

By: _____
Name: Eve De Rosa
Title: Member

SBD VENTURES, LLC

By: Scott C. Dumas
Name: Scott Dumas
Title: Member

SBD VENTURES, LLC

By: Beth Dumas
Name: Beth Dumas
Title: Member

Sean & Sandra Smith

M. Blower Member
B3JRA, LLC

Smartcore Consulting, LLC

Rich Shaler

IN WITNESS WHEREOF, this instrument has been executed as of the 25th day of October, as follows.

CLASS B MEMBERS:

KNOWING TREE, LLC

By: _____
Name: Adam Anderson
Title: Member

KNOWING TREE, LLC

By: _____
Name: Eve De Rosa
Title: Member

SBD VENTURES, LLC

By: Scott E. Dumas
Name: Scott Dumas
Title: Member

SBD VENTURES, LLC

By: Beth Dumas
Name: Beth Dumas
Title: Member

Sean & Sandra Smith

B3JRA, LLC
Bill Barry
Smartcore Consulting, LLC

Rich Shaler

IN WITNESS WHEREOF, this instrument has been executed as of the 25th day of October, as follows.

CLASS B MEMBERS:

KNOWING TREE, LLC

By: _____
Name: Adam Anderson
Title: Member

KNOWING TREE, LLC

By: _____
Name: Eve De Rosa
Title: Member

SBD VENTURES, LLC

By: Scott E. Dumas
Name: Scott Dumas
Title: Member

SBD VENTURES, LLC

By: Beth Dumas
Name: Beth Dumas
Title: Member

Sean & Sandra Smith

B3JRA, LLC

Smartcore Consulting, LLC
Rich Shaler
Rich Shaler

EXHIBIT "E"
LOCAL ACCESS AGREEMENT

City of Syracuse
Industrial Development Agency

Local Access Agreement

1970 WFayette, 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		1970 WFayette, LLC				General Contractor		Rich Shaler				
Representative for Contract Bids and Awards		Scott Dumas				Contact		Rich Shaler				
Address		208 N. Manlius St				Address		820 Rider Street				
City	Fayetteville	ST	NY	Zip	13066	City	Parish	ST	NY	Zip	13131	
Phone	315-877-5113		Fax				Phone	315-481-3173		Fax		
Email		ScottDumas107@gmail.com				Email		Shalerrc@gmail.com				
Project Address		1970 W. Fayette Street				Construction Start Date		Upon Closing – Likely 10/5/2021				
City	Syracuse	ST	NY	Zip	13204	Occupancy Date		02/01/2021				

Project Components – Indicate those for which bids will be sought:

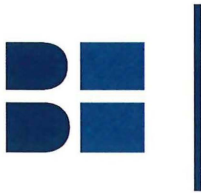
Item	Estimated Value	Bid Date	Contact
Site work/Demolition	\$688K / \$80K		Paragon & Tobin – Site ERSI - Demo
Foundation and footings	\$30K / Patching & Repair		
Building			
Masonry	\$245K		Heritage
Metals	\$77K		
Wood/casework	\$100K		
Thermal/moisture proof	\$209K		Apple Roofing
Doors, windows, glazing	\$510K		Window Specialists
Finishes	\$639K		Effect Group, Truax
Electrical	\$421K		Marzullo
HVAC	\$658K		QMS
Plumbing	\$115K		Neivel
Specialties	\$57K		
Machinery & Equipment	\$165K ELEVATOR		Kone & Elevattitt - Elevator
Furniture and Fixtures			
Utilities			
Paving	INC. IN SITE WORK		Paragon – Site
Landscaping	INC. IN SITE WORK		Paragon – Site
Other (identify) - SPRINKLER	\$62K		

Date: 09/30/2021

Company: 1970 WFayette, LLC

Signature: Scott E. Dumas

Name: Scott E. Dumas



BOUSQUET HOLSTEIN PLLC

110 WEST FAYETTE STREET ▪ ONE LINCOLN CENTER ▪ SUITE 1000 ▪ SYRACUSE, NEW YORK 13202 ▪ PH: 315.422.1500 ▪ FX: 315.422.3549

December 2, 2021

City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, New York 13202

Re: City of Syracuse Industrial Development Agency
Lease/Leaseback Transaction
1970 W. Fayette, LLC

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 1970 W. Fayette, LLC (the “*Company*”) consisting of: (A)(i) the acquisition of an interest in approximately 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0), 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.-25-01.0) and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be re-subdivided into one parcel (collectively, the “*Land*”); (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land (“*Building I*”) for commercial use consisting of: (a) approximately 6,222 sq. ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq. ft. of restaurant space, approximately 600 sq. ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq. ft. of office space, approximately 4,000 sq. ft. for a dental office and brain center and approximately 720 sq. ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq. ft. building located on the Land (“*Building 2*” and together with Building 1, the “*Buildings*”) to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the “*Facility*”); (v) 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 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 a payment in lieu of taxes agreement (the “*PILOT Agreement*”) dated as of December 1, 2021 between the Agency and the Company.

Capitalized terms used herein which are not otherwise defined shall have the meanings ascribed to them in the Agency Lease Agreement, dated December 1, 2021, between the Agency and the Company.

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, construct, 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.



1970 W. Fayette, LLC
December 2, 2021
Page 3

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

November 30, 2021

1970 W. Fayette, LLC
208 North Manlius Street
Fayetteville, NY 13066

City of Syracuse Industrial Development Agency
201 East Washington Street, 6th Floor
Syracuse, NY 13202

Re: City of Syracuse Industrial Development Agency
1970 W. Fayette, LLC Project
Lease/Leaseback Transaction

Ladies and Gentlemen:

We have acted as counsel to 1970 W. Fayette, 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 acquisition of an interest in approximately 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0), 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.-25-01.0) and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be re-subdivided into one parcel (collectively, the "**Land**"); (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land ("**Building 1**") for commercial use consisting of: (a) approximately 6,222 sq. ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq. ft. of restaurant space, approximately 600 sq. ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq. ft. of office space, approximately 4,000 sq. ft. for a dental office and brain center and approximately 720 sq. ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq. ft. building located on the Land ("**Building 2**") and together with Building 1, the "**Buildings**") to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the "**Facility**"); (v) 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 has acquired an interest in the Project Facility pursuant to that certain Company Lease Agreement dated as of November 1, 2021 (the "**Company Lease**") and an interest in the Equipment pursuant to a bill of sale dated as of November 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 November 1, 2021 (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 a Payment in Lieu of Taxes Agreement dated November 1, 2021 (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 Mortgage, the Environmental Compliance, the 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, delivery and performance 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.

Sincerely yours,

BOND, SCHOENECK & KING, PLLC

Bond, Schoenck & King, PLLC

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 21st day of December, 2021, at 8:00 a.m., local time, electronically which was made available via Webex at: <https://syrgov.webex.com/syrgov/j.php?MTID=m0c155f0243b1c6fd3716ff6da5838f4e> (or by accessing the link on the Agency's website) and using meeting number 2336 227 5805 and password ggVpMJt6q36; or via telephone at (408) 418-9388 with access code: 2336 227 5805, 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: Susan Katzoff, Esq. and Lori McRobbie; Others Present: Timothy Lynn, Esq., Christopher Bianchi, Scott Dumas, Kevin Delaney, Gail Montplaisir, Merike Treier, Gail Cawley, Mark Jenkins, Owen Kerney and Matthew Paulus

The following resolution was offered by Kenneth Kinsey and seconded by Rickey T. Brown:

RESOLUTION AUTHORIZING A WAIVER OF CERTAIN INSURANCE PROVISIONS PROVIDED FOR IN THE AGENCY LEASE

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 14, 2021 (the "*Application*"), 1970 W. Fayette, 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 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map

No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0, 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.25-01.0 and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be resubdivided into one parcel (collectively, the "**Land**"); (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land ("**Building 1**") for commercial use consisting of: (a) approximately 6,222 sq.ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq.ft. of restaurant space, approximately 600 sq.ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq.ft. of office space, approximately 4,000 sq.ft. for a dental office and brain center and approximately 720 sq.ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq.ft. building located on the Land ("**Building 2**" and together with Building 1, the "**Buildings**") to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the "**Facility**"); (v) 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 resolutions dated June 15, 2021 (the "**Resolutions**"), the Agency authorized the undertaking of the Project and the conference of the Financial Assistance; and

WHEREAS, on November 30, 2021, the parties closed on the lease transaction necessary to undertake the Project and confer the Financial Assistance (the "**Closing**") at which time the Company and the Agency executed and delivered numerous documents, including but not limited to, the agency lease agreement dated as of November 1, 2021 (the "**Agency Lease**"); and

WHEREAS, the Project involves the renovation of a 100 year+ building and involves certain structural changes; and

WHEREAS, the Agency Lease provides that the Company shall provide evidence of workers' compensation coverage (as applicable), property and builder's risk coverage (collectively, "**Property Coverage**") and general liability coverage ("**GL Coverage**"); and further provides, in part, that all required insurance shall be issued by insurance companies of

recognized financial standing selected by the Company and licensed to write such insurance in the State of New York ("**Insurance Requirements**"); and

WHEREAS, the Company directed its insurance broker; namely, Tompkins Insurance Agencies, Inc. (the "**Broker**"), to seek quotes from highly rated insurance companies, licensed in NYS, to provide the requisite insurance coverages required under the Agency Lease; and

WHEREAS, the Broker, on behalf of the Company sought a minimum of three quotes from rated and NYS licensed insurance companies including (i) Cincinnati; (ii) Liberty Mutual Insurance; and (iii) Selective Insurance Company of America (collectively, the "**NYS GL Providers**"). In each instance, the NYS GL Providers declined to provide the GL Coverage based upon the age and condition of the Project Facility; and

WHEREAS, the Broker obtained a GL Coverage commitment from Allied World Surplus Lines Insurance Company ("**Allied**"), based in Connecticut with offices in NYC; and

WHEREAS, Allied is not a licensed provider in NYS; and

WHEREAS, Allied has been given an "A" rating by A.M. Best Rating Services, Inc., an independent rating company that assesses insurance companies worldwide relative to their creditworthiness and ability to pay claims, debts and other financial obligations in a timely manner; and

WHEREAS, according to the Broker, all New York insurance regulations have been closely followed in the placement of this insurance and the use of non-admitted insurance markets is acceptable in NYS when diligent effort has been demonstrated; and

WHEREAS, the Broker submits that diligent effort is three declinations from companies that the Broker has reason to believe may entertain the exposure. Per the declinations that were provided to the Agency, and the signed Broker affidavit, the Broker submits that they have completed a diligent search, thereby supporting the placement of GL Coverage with a non-admitted vendor; and

WHEREAS, at the time of Closing, and based upon time constraint issues being imposed by the lender coupled with the information provided by the Broker and the Company as to its inability to obtain GL Coverage from otherwise qualified companies licensed in NYS and the authorization provided in the Agency's Resolutions, the Chair authorized the Closing to occur subject to the submission of a request and approval by the full board of a partial waiver of the Insurance Requirements as they relate solely to the GL Coverage being provided by Allied; and

WHEREAS, by correspondence dated December 8, 2021, the Company requested the Agency waive its Insurance Requirements relative to Allied and the GL Coverage provided (the "**Waiver**"); 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). By resolution adopted June 15, 2021, the Agency classified the Project as an Unlisted Action pursuant to SEQRA and determined the Project would not have a significant effect on the environment. The action requested herein does not result in a change to the Project from the original review 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 does not result in a change to the Project and no further SEQRA review is required; and
- (b) the Agency authorizes the Waiver *solely* with respect to the GL Coverage being provided by Allied as set forth herein. Should the Company change providers, or should Allied's rating fall below "A" at any time during the coverage period(s), the Company shall immediately notify the Agency and then all terms and conditions under the Agency Lease would apply without benefit of the Waiver.

(2) All other terms and conditions of the Agency Lease, including provisions regarding insurances, shall apply to Allied and the GL Coverage. Moreover, nothing herein or in the Waiver shall be construed to waive any requirements relative to any other current or future insurance or providers.

(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.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

	<u>AYE</u>	<u>NAY</u>
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.

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

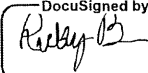
I, the undersigned Secretary of the City of Syracuse Industrial Development Agency, **DO HEREBY CERTIFY** that I have compared the annexed extract of the minutes of the meeting of the City of Syracuse Industrial Development Agency (the "**Agency**") held on December 21, 2021, with the original thereof 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 1/25/2022.

City of Syracuse Industrial Development Agency

DocuSigned by:


65E35E032BE24D9...

Rickey T. Brown, Secretary

(S E A L)

CLOSING MEMORANDUM

CITY OF SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY

1970 W. FAYETTE, LLC PROJECT

DATE AND TIME OF CLOSING: December 2, 2021

PLACE OF CLOSING: Escrow

I. Action Taken Prior to Closing

At the request of 1970 W. Fayette, LLC (the “**Company**”), the City of Syracuse Industrial Development Agency (the “**Agency**”), a public benefit corporation organized under the laws of the State of New York, has undertaken a project (the “**Project**”) consisting of: (A)(i) the acquisition of an interest in approximately 1.39 acres of land consisting of five (5) separate parcels located at 1970 West Fayette Street (Tax Map No. 112.-25-04.0), 1499 Erie Boulevard West (Tax Map No. 112.-25-03.0), 1501 Erie Boulevard West (Tax Map No. 112.-25-02.0), 1515 Erie Boulevard West (Tax Map No. 112.-25-01.0) and 1950 West Fayette Street (Tax Map No. 111.-10-04.2) which parcels will be re-subdivided into one parcel (collectively, the “**Land**”); (ii) the reconstruction and renovation of a three-story approximately 36,000 sq. ft. building located on the Land (“**Building 1**”) for commercial use consisting of: (a) approximately 6,222 sq. ft. to be occupied by a food co-op/grocery with warehousing and distribution, approximately 3,000 sq. ft. of restaurant space, approximately 600 sq. ft. for a hair salon and approximately 4,778 of additional commercial space all located on the first floor; (b) approximately 4,300 sq. ft. of co-working space, approximately 480 sq. ft. of office space, approximately 4,000 sq. ft. for a dental office and brain center and approximately 720 sq. ft. of additional commercial space all located on the second floor; and (c) approximately 9,500 sq. ft. for commercial tenants on the third floor; (iii) the relocation and reskinning of an approximately 2,400 sq. ft. building located on the Land (“**Building 2**” and together with Building 1, the “**Buildings**”) to serve as an outdoor seating area for the proposed restaurant; and (iv) upgrades to the Land and Buildings including but not limited to, site design, new sidewalks, streetscape, 51 space parking lot, façade improvements, upgraded lighting, utilities and HVAC, new windows and doors, hardscape improvements for accessibility and truck loading, green space improvements and storm water management system (collectively, the “**Facility**”); (v) 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 also requested that the Agency appoint the Company as its agent for purposes of completing the Project and the granting of certain Financial Assistance.

The Company is, or will be at the time of closing, 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 November 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 November 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 November 1, 2021 (the “**Agency Lease**”) between the Agency, as lessor and the Company, as lessee. 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:

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| May 14, 2021 | The Company submitted an application for financial assistance for the project. |
| May 18, 2021 | A resolution determining that the acquisition, reconstruction, renovation, equipping and completion of a commercial facility 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 provided 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 <u>Post-Standard</u> 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 classifying a certain project as an Unlisted Action pursuant to the State Environmental Quality Review Act, declaring |

the Agency lead agency for purposes of an uncoordinated review thereunder and determining that the Project will not have a significant effect on the environment.

June 15, 2021

A resolution authorizing the undertaking of the acquisition, reconstruction, renovation and equipping and completion of a project; appointing the Company 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**”).

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**”).

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		
2.	Project Agreement	AC	C, A
3.	Company Lease Agreement	AC	C, A
4.	Memorandum of Company Lease Agreement with TP-584 – see comments provided	AC	C, A
5.	Bill of Sale		C
6.	Agency Lease Agreement	AC	C, A
7.	Memorandum of Agency Lease Agreement with Form TP-584	AC	C, A
8.	Company Certification re: Local Labor Policy	AC	C
9.	Certificates of casualty, liability, workers' compensation and other required insurance	AC	
10.	Environmental Compliance and Indemnification Agreement	AC	C
11.	Closing Receipt	AC	C, A
12.	Sales Tax Appointment Letter	AC	A
13.	Form ST-60 indicating appointment of the Company to act as the agent of the Agency	AC	A
14.	Confirmation of the project by the chief executive officer of the City of Syracuse, New York pursuant to Section 862(2)(c) of the Act (Retail Letter)	AC	
15.	PILOT Affirmation Letter	AC	C
16.	PILOT Agreement	AC	A, C

17.	412-a	AC	A
18.	Building Loan Bifurcated Mortgage and Security Agreement	LC	C, A
19.	Assignment of Leases and Rents	LC	C, A
20.	UCC-1 Financing Statement(s)	LC	
21.	Survey	CC	

B. Items To Be Delivered By The Agency

1.	General Certificate of the Agency 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" – Amended PILOT Resolution	AC	
2.	Mortgage Recording Tax Affidavit	AC	A

C. Items To Be Delivered By The Company

1. General Certificate of the Company 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 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 AC AC

2. Opinion of Bond Schoeneck & King, PLLC, counsel to the Company, addressed to the Agency and the Company. AC CC

E. Post-Closing Actions

1. Approving Resolution AC

III. Action To Be Required Concurrently With Or After Closing

Memorandum of Company Lease Agreement, Memorandum of Agency Lease Agreement, Mortgage and Assignment of Leases and Rents are to be filed with the Onondaga County Clerk and the UCC-1 Financing Statement(s) are to be filed as appropriate under the Uniform Commercial Code.

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 Judith DeLaney, Executive Director
For the Company:	1970 W. Fayette, LLC Scott Dumas, Managing Partner
Company Counsel:	Bond Schoeneck & King, PLLC Kevin M. Pole, Esq.
For the Lender:	Tompkins Trust Company
Lender's counsel:	
Agency's Counsel:	Bousquet Holstein PLLC Susan R. Katzoff, Esq.